

# **Exhibit 1**

1 Kenneth S. Marks  
2 Jonathan J. Ross  
3 SUSMAN GODFREY LLP  
4 1000 Louisiana Street, Suite 5100  
5 Houston, Texas 77002-5096  
6 Telephone: (713) 651-9366  
7 Facsimile: (713) 654-6666  
8 kmarks@susmangodfrey.com  
9 jross@susmangodfrey.com  
10 *Attorneys for plaintiff Alfred H. Siegel, solely*  
11 *in his capacity as Trustee of the Circuit City*  
12 *Stores, Inc. Liquidating Trust*  
13 [additional counsel listed on signature page]

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA

14 IN RE: CATHODE RAY TUBE (CRT)  
15 ANTITRUST LITIGATION

Master File No. 07-5944 SC

Case No. C 11-05502 SC

16 This Document Relates to:

MDL No. 1917

17 *Sharp Elecs. Corp. v. Hitachi, Ltd.*, No. 13-  
18 cv-01173;

19 *Electrograph Systems, Inc. et al. v.*  
20 *Technicolor SA, et al.*, No. 13-cv-05724;

21 *Siegel v. Technicolor SA, et al.*, No. 13-cv-  
22 05261;

23 *Best Buy Co., Inc. v. Technicolor SA, et al.*,  
24 No. 13-cv-05264;

25 *Interbond Corporation of America v.*  
26 *Technicolor SA, et al.*, No. 13-cv-05727;

27 *Office Depot, Inc. v. Technicolor SA, et al.*,  
28 No. 13-cv-05726;

*Costco Wholesale Corporation v. Technicolor*  
*SA, et al.*, No. 13-cv-05723;

**DIRECT ACTION PLAINTIFFS'**  
**MOTION TO COMPEL 30(b)(6)**  
**TESTIMONY OF THOMSON SA AND**  
**THOMSON CONSUMER**  
**ELECTRONICS, INC.**

The Honorable Samuel Conti

1  
MOTION TO COMPEL 30(b)(6) TESTIMONY OF THOMSON SA AND  
THOMSON CONSUMER ELECTRONIC, INC. – C-11-05502 SC  
MDL No. 1917

*P.C. Richard & Son Long Island Corporation, et al. v. Technicolor SA, et al.*, No. 13-cv-05725

*Schultze Agency Services, LLC, o/b/o Tweeter Opco, LLC, et al. v. Technicolor SA, Ltd., et al.*, No. 13-cv-05668;

*Sears, Roebuck and Co. and Kmart Corp. v. Technicolor SA*, No. 3:13-cv-05262;

*Target Corp. v. Technicolor SA, et al.*, No. 13-cv-05686;

*Tech Data Corp., et al. v. Hitachi, Ltd., et al.*, No. 13-cv-00157;

*Viewsonic Corp. v. Chunghwa Picture Tubes, Ltd.*, No. 14-cv-02510.

The Direct Action Plaintiffs (“DAPs”) hereby move the Court to compel Thomson SA and Thomson Consumer Electronics, Inc. (together, “Thomson”), to produce a person to testify on Thomson’s behalf pursuant to Rule 30(b)(6). Thomson is in possession of relevant factual information, but it refuses to educate a person or permit testimony about that information, claiming that the information is privileged because it was originally conveyed to an attorney for Thomson. But the Supreme Court held long ago the attorney–client privilege “does not protect disclosure of the underlying facts by those who communicated with the attorney . . . .” *Upjohn Co. v. United States*, 449 U.S. 383, 395 (1981). To the contrary, Thomson “may not refuse to disclose any relevant fact within his knowledge merely because he incorporated a statement of such fact into his communication to his attorney.” *Id.* at 396 (internal quotation marks omitted). This Court should not permit Thomson to do so here.

## I. Background

Thomson admittedly has information relating to key facts in this case that it has withheld from disclosure on the grounds of privilege. Pursuant to two notices of deposition,<sup>1</sup> Thomson presented Meggan Ehret to testify as its designated agent, in Indianapolis, Indiana. Ms. Ehret testified that she is the Corporate Secretary and General Counsel Litigation and Compliance for Technicolor USA, Inc., a Thomson affiliate. Ex. C, 4:18–22.<sup>2</sup> During the course of the deposition, it came to light that Sullivan & Cromwell, one-time Thomson outside counsel, had conducted interviews of then-current and -former Thomson employees and prepared memoranda that memorialized those interviews. Although outside counsel for Thomson had reviewed the content of those memoranda, Ms. Ehret was not educated on the facts contained within them. In addition, Thomson’s current counsel conducted interviews of three French witnesses—former employees of Thomson—whom DAPs have been attempting to procure for depositions in this case. Ex. E, 96:6–97:3. Ms. Ehret attended at least one of those latter interviews.

During the deposition, Ms. Ehret was instructed by counsel not to reveal the identities of the interviewees or any of the facts learned in the course of those interviews. Ex. C, 10:5–16:3. Other than eventually identifying Agnès Martin as one of the interviewees, Ms. Ehret complied with that instruction. *Id.*; Ex. E, 159:7–18. Besides declining to educate herself about interviews she did not attend, Ms. Ehret acknowledged that she “did sit in on certain limited interviews of former Thomson SA employees” in her “capacity as in-house counsel for Thomson Consumer,” but she made clear that she was “not disclosing any facts” that she “wouldn’t have otherwise had

<sup>1</sup> The notices are attached hereto as Exhibits A and B. *See* Ex. A (Third Amended Notice of Deposition of Thomson SA Pursuant to Fed. R. Civ. P. 30(B)(6)); Ex. B (Third Amended Notice of Deposition of Thomson Consumer Electronics, Inc. Pursuant to Fed. R. Civ. P. 30(B)(6)).

<sup>2</sup> A final draft of the deposition was not available at the time this motion was filed, and citations are to the three volumes of the rough draft, attached as Exhibits C, D, and E.

1 from any other source other than [her] attendance at an interview conducted by Thomson  
 2 Consumer and Thomson SA's outside counsel, Faegre Baker Daniels." Ex. D, 95:19–97:3. This  
 3 selective testimony led to numerous gaps where factual information may have been known to Ms.  
 4 Ehret or Thomson but was expressly withheld. The following exchange is representative:  
 5

6 Q Aside from the documents you reviewed in connection with  
 7 the multiple interviews that you conducted in preparation  
 8 for your deposition today, did you come to learn any  
 9 information to suggest that Thomson SA participated in  
 10 meetings where there was discussion of price fixing for  
 11 markets other than Turkey?

12 MS. OSBORN: Object to the extent answering the question  
 13 requires you to reveal any attorney-client privilege or work  
 14 product. You can otherwise answer the question.

15 A Nothing else I have done in preparation for today without  
 16 giving you any confidential information, without waiving  
 17 any privilege suggests that Thomson SA breached any  
 18 agreement or was involved in any pricing discussions with  
 19 respect to customers outside of Turkey.

20 Ex. C, 121:6–22; *see also, e.g., id* at 131:23–132:8; 133:5–134:5; 143:25–145:6; 151:10–22;  
 21 192:19–193:3. Such responses not only failed to answer the questions asked, they also failed to  
 22 inform DAPs whether Thomson had any factual information that would answer the questions  
 23 asked.  
 24

## 25 **II. Thomson Must Educate a Person to Testify About Facts Discussed During the Interviews**

26 Thomson may not assert privilege as to facts made known to it during the investigations of  
 27 its counsel. "Facts communicated to an attorney are not protected by the attorney-client  
 28 privilege." *Great Am. Ins. Co. of N.Y. v. Vegas Constr. Co.*, 251 F.R.D. 534, 541 (D. Nev. 2008)  
 (citing *Upjohn Co. v. United States*, 449 U.S. 383, 395–96 (1981)). "The privilege only protects  
 disclosure of communications; it does not protect disclosure of the underlying facts by those who  
 communicated with the attorney." *Upjohn*, 449 U.S. at 395; *accord Triple A Mach. Shop, Inc. v.*

1 *State*, 261 Cal. Rptr. 493, 500 (App. 2 Dist. 1989). By asserting privilege over facts that are  
 2 admittedly known to the corporation, Thomson demonstrates “a fundamental misconception of  
 3 just what it is the disclosure of which is forbidden by the rule” of attorney–client privilege.

4 *Philadelphia v. Westinghouse*, 205 F. Supp. at 831.

5  
 6 The protection of the privilege extends only to communications and  
 7 not to facts. A fact is one thing and a communication concerning  
 8 that fact is an entirely different thing. The client cannot be  
 9 compelled to answer the question, ‘What did you say or write to the  
 10 attorney?’ but may not refuse to disclose any relevant fact within  
 11 his knowledge merely because he incorporated a statement of such  
 12 fact into his communication to his attorney.

13 *Upjohn*, 449 U.S. at 395–96 (brackets and quotation marks omitted) (quoting *Philadelphia v.*  
 14 *Westinghouse*, 205 F. Supp. at 831).

15 This longstanding rule precludes Thomson from claiming privilege as to the facts learned  
 16 in the course of its counsel’s investigations. As the Third Circuit explained in *Rhone–Poulenc*  
 17 *Rorer Inc. v. Home Indemnity Co.*:

18 A litigant cannot shield from discovery the knowledge it possessed  
 19 by claiming it has been communicated to a lawyer; nor can a  
 20 litigant refuse to disclose facts simply because that information  
 21 came from a lawyer.

22 32 F.3d 851, 864 (3d Cir. 1994). This is true where the facts are communicated to the client’s  
 23 attorney by a current employee of the client. *See Upjohn*, 449 U.S. at 396 (“‘The client . . . may  
 24 not refuse to disclose any relevant fact within his knowledge merely because he incorporated a  
 25 statement of such fact into his communication to his attorney.’” (quoting *City of Philadelphia v.*  
 26 *Westinghouse Electric Corp.*, 205 F. Supp. 830, 831 (E.D. Pa. 1962)). And it is equally true  
 27 where the facts are communicated to the client’s attorney by someone not employed by the client.  
 28 *See Great Am. Ins.*, 251 F.R.D at 541 (“clients cannot refuse to disclose facts which their

attorneys conveyed to them and which the attorneys obtained from independent sources.”  
 (internal quotation marks omitted) (quoting *Sprint Commc’ns Co. v. Theglobe.com, Inc.*, 236  
 F.R.D. 524, 529 (D. Kan. 2006)).

Beyond its obligation to allow DAPs to inquire about facts learned through the prior  
 investigations of its counsel, Thomson must also:

educate an appropriate Rule 30(b)(6) designee to provide  
 knowledgeable answers reasonably available to the corporation,  
 which include information ascertainable from project files and  
 documents in the repository, information from past employees,  
 witness testimony and exhibits, or any other sources available to the  
 corporation, ***including factual information learned through or  
 from its counsel.***

*Great Am. Ins.*, 251 F.R.D at 541 (emphasis added); accord *Pate v. Winn-Dixie Stores, Inc.*, 2014  
 WL 5341778, at \*5 (S.D. Ga. Oct. 20, 2014) (“The privilege does not protect facts communicated  
 to an attorney; therefore, a designated agent must testify as to factual information transmitted  
 from or through its counsel.”). As the court in *Sprint Communications* explained, an agent of a  
 corporation designated under Rule 30(b)(6) must testify about factual information, even if the  
 information is known the corporation only through a communication to an attorney for the  
 corporation:

As a preliminary matter, the attorney-client privilege does not  
 protect facts communicated to an attorney. Moreover, clients  
 cannot refuse to disclose facts which their attorneys conveyed to  
 them and which the attorneys obtained from independent sources.  
 When a corporation produces an employee under Fed. R. Civ. P.  
 30(b)(6) to testify to corporate knowledge, the employee must  
 provide responsive underlying factual information even though  
 such information was transmitted through or from corporate  
 lawyers.

236 F.R.D. at 529.

Accordingly, Thomson should be compelled to educate and present a witness to testify on Thomson's behalf about the interviews at issue. The scope of the testimony should include, at a minimum: (1) the identity of each person interviewed; (2) the date of each interview; (3) the attendees of each interview; and (4) all facts discussed during each interview. Thomson's designated agent should be required to review the interview memoranda and be fully prepared to address all factual information contained in the memoranda.<sup>3</sup>

Counsel for Thomson has taken the position that if it is required to present a witness to answer questions about the interviews, no additional deposition time should be permitted. That would be plainly inequitable. Thomson had and has an obligation to produce a witness educated to testify to Thomson's knowledge about the interviews at issue. An inordinate amount of DAPs' deposition time was wasted at Ms. Ehret's deposition as a result of Thomson's failure to prepare Ms. Ehret to testify about the interviews and Thomson's refusal to answer questions about the interviews. Additional time should be permitted for these questions so as not to punish the DAPs and reward Thomson for its obstructionism.

In addition, pursuant to Rule 37(a)(5), DAPs request that the Court order Thomson to reimburse them for the reasonable expenses, including attorney's fees, incurred in preparing this motion, as well as the reasonable expenses incurred in preparing for and taking the subsequent deposition of Thomson's designated agent.

### III. Conclusion

Thomson should be compelled to present for deposition, pursuant to Rule 30(b)(6), a person fully educated to testify about factual information discussed during the interviews

<sup>3</sup> Pending a subsequent deposition of Thomson pursuant to Rule 30(b)(6), Circuit City does not at this time seek to compel production of the memoranda pursuant to Rule 26(b)(3).



1 conducted by its former and current counsel. In addition, Thomson should be required to pay  
2 DAPs' reasonable expenses, including attorney's fees, incurred in preparing this motion and  
3 preparing for and taking the subsequent deposition of Thomson's designated agent.  
4

5  
6 Dated: January 20, 2015.

7  
8 By: /s/ Kenneth S. Marks

9 Kenneth S. Marks  
Jonathan J. Ross  
10 Johnny W. Carter  
Robert S. Safi  
David M. Peterson  
11 Brian M. Gillett  
SUSMAN GODFREY L.L.P.  
1000 Louisiana Street, Suite 5100  
Houston, Texas 77002  
Telephone: (713) 651-9366  
12 Facsimile: (713) 654-6666  
13 Email: [kmarks@susmangodfrey.com](mailto:kmarks@susmangodfrey.com)  
[jross@susmangodfrey.com](mailto:jross@susmangodfrey.com)  
14 [jcarter@susmangodfrey.com](mailto:jcarter@susmangodfrey.com)  
[rsafi@susmangodfrey.com](mailto:rsafi@susmangodfrey.com)  
15 [dpeterson@susmangodfrey.com](mailto:dpeterson@susmangodfrey.com)  
16 [bgillett@susmangodfrey.com](mailto:bgillett@susmangodfrey.com)  
17

18 Parker C. Folse III  
Rachel S. Black  
Jordan Connors  
19 SUSMAN GODFREY L.L.P.  
1201 Third Avenue, Suite 3800  
20 Seattle, Washington 98101-3000  
Telephone: (206) 516-3880  
21 Facsimile: (206) 516-3883  
22 Email: [pfolse@susmangodfrey.com](mailto:pfolse@susmangodfrey.com)  
[rblack@susmangodfrey.com](mailto:rblack@susmangodfrey.com)  
23 [jconnors@susmangodfrey.com](mailto:jconnors@susmangodfrey.com)

24 *Attorneys for plaintiff Alfred H. Siegel, solely in his*  
25 *capacity as Trustee of the Circuit City Stores, Inc.*  
*Liquidating Trust*

26 By: /s/ Craig A. Benson  
27

1 Kenneth A. Gallo (*pro hac vice*)  
2 Joseph J. Simons (*pro hac vice*)  
3 Craig A. Benson (*pro hac vice*)  
4 **PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP**  
5 2001 K Street, NW  
6 Washington, DC 20006  
7 Telephone: (202) 223-7300  
8 Facsimile: (202) 223-7420  
9 Email: kgallo@paulweiss.com  
10 Email: jsimons@paulweiss.com  
11 Email: cbenson@paulweiss.com

12 Stephen E. Taylor (SBN 058452)  
13 Jonathan A. Patchen (SBN 237346)  
14 **TAYLOR & COMPANY LAW OFFICES, LLP**  
15 One Ferry Building, Suite 355  
16 San Francisco, California 94111  
17 Telephone: (415) 788-8200  
18 Facsimile: (415) 788-8208  
19 Email: staylor@tcolaw.com  
20 Email: jpatchen@tcolaw.com

21 *Attorneys for Plaintiffs Sharp Electronics Corporation and*  
22 *Sharp Electronics Manufacturing Co. of America*

23 By: /s/ David Martinez

24 Roman M. Silberfeld, (SBN 62783)  
25 David Martinez, (SBN 193183)  
26 Jill Casselman  
27 **ROBINS, KAPLAN, MILLER & CIRESI L.L.P.**  
28 2049 Century Park East, Suite 3400  
Los Angeles, CA 90067-3208  
Telephone: (310) 552-0130  
Facsimile: (310) 229-5800  
Email: RMSilberfeld@rkmc.com  
Email: DMartinez@rkmc.com  
Email: jcasselman@rkmc.com

Elliot S. Kaplan  
K. Craig Wildfang  
Laura E. Nelson

**ROBINS, KAPLAN, MILLER & CIRESI L.L.P.**

800 LaSalle Avenue  
2800 LaSalle Plaza  
Minneapolis, MN 55402  
Telephone: (612) 349-8500  
Facsimile: (612) 339-4181  
Email: eskaplan@rkmc.com  
Email: kcwildfang@rkmc.com  
Email: lenelson@rkmc.com

*Attorneys For Plaintiffs Best Buy Co., Inc, Best Buy  
Purchasing LLC, Best Buy Enterprise Services, Inc.,  
Best Buy Stores, L.P., Bestbuy.com, L.L.C., and  
Magnolia Hi-Fi, Inc.*

By: /s/ Jason Murray

Jason C. Murray (CA Bar No. 169806)

**CROWELL & MORING LLP**

515 South Flower St., 40th Floor  
Los Angeles, CA 90071  
Telephone: 213-443-5582  
Facsimile: 213-622-2690  
Email: jmurray@crowell.com

Jerome A. Murphy (pro hac vice)

Astor H.L. Heaven (pro hac vice)

**CROWELL & MORING LLP**

1001 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004  
Telephone: 202-624-2500  
Facsimile: 202-628-5116  
E-mail: jmurphy@crowell.com  
Email aheaven@crowell.com

*Attorneys for Target Corp. and Viewsonic Corp.*

By: /s/ Richard Arnold

Richard Alan Arnold  
William J. Blechman  
Kevin J. Murray  
**KENNY NACHWALTER, P.A.**  
201 S. Biscayne Blvd., Suite 1100  
Miami, FL 33131  
Tel: 305-373-1000  
Fax: 305-372-1861  
Email: rarnold@knpa.com  
Email: wblechman@knpa.com  
Email: kmurray@knpa.com

*Attorneys for Plaintiff Sears, Roebuck and Co. and  
Kmart Corp.*

By: /s/ Philip J. Iovieno

Stuart Singer  
BOIES, SCHILLER & FLEXNER LLP  
401 East Las Olas Blvd., Suite 1200  
Fort Lauderdale, FL 33301  
Telephone: (954) 356-0011  
Facsimile: (954) 356-0022  
Email: [ssinger@bsflp.com](mailto:ssinger@bsflp.com)

Philip J. Iovieno  
Anne M. Nardacci  
BOIES, SCHILLER & FLEXNER LLP  
10 North Pearl Street, 4th Floor  
Albany, NY 12207  
Telephone: (518) 434-0600  
Facsimile: (518) 434-0665  
Email: [piovieno@bsflp.com](mailto:piovieno@bsflp.com)  
Email: [anardacci@bsflp.com](mailto:anardacci@bsflp.com)

*Attorneys for Plaintiffs Electrograph Systems, Inc.,  
Electrograph Technologies, Corp., Office Depot, Inc.,  
Compucom Systems, Inc., Interbond Corporation of  
America, P. C. Richard & Son Long Island Corporation,  
Marta Cooperative of America, Inc., ABC Appliance, Inc.,  
Schultze Agency Services LLC on behalf of Tweeter Opco,  
LLC, Tweeter Newco, LLC, Tech Data Corporation, and  
Tech Data Product Management, Inc.*

By: /s/ David J. Burman

David J. Burman

Cori G. Moore

Nicholas H. Hesterberg

PERKINS COIE LLP

1201 Third Avenue, Suite 4900

Seattle, WA 98101-3099

Telephone: (206) 359-8000

Facsimile: (206) 359-9000

Email: [dburman@perkinscoie.com](mailto:dburman@perkinscoie.com)

Email: [cgmoores@perkinscoie.com](mailto:cgmoores@perkinscoie.com)

Email: [nhesterberg@perkinscoie.com](mailto:nhesterberg@perkinscoie.com)

Jordan S. Bass (Cal. Bar No. 208143)

PERKINS COIE LLP

Four Embarcadero Center, Suite 2400

San Francisco, CA 94111-4131

Telephone: (415) 344.7000

Facsimile: (415) 344.7050

Email: [jbass@perkinscoie.com](mailto:jbass@perkinscoie.com)

*Attorneys for Plaintiff Costco Wholesale Corporation*

# Exhibit A

1 Kenneth A. Gallo (*pro hac vice*)  
Joseph J. Simons (*pro hac vice*)  
2 Craig A. Benson (*pro hac vice*)  
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
3 2001 K Street, NW  
Washington, DC 20006-1047  
4 Telephone: (202) 223-7300  
Facsimile: (202) 223-7420  
5 Email: kgallo@paulweiss.com  
Email: jsimons@paulweiss.com  
6 Email: cbenson@paulweiss.com

7 Stephen E. Taylor (SBN 058452)  
Jonathan A. Patchen (SBN 237346)  
8 TAYLOR & COMPANY LAW OFFICES, LLP  
One Ferry Building, Suite 355  
9 San Francisco, California 94111  
Telephone: (415) 788-8200  
10 Facsimile: (415) 788-8208  
Email: staylor@tcolaw.com  
11 Email: jpatchen@tcolaw.com

12 *Attorneys for Sharp Electronics Corporation and*  
*Sharp Electronics Manufacturing Company of America, Inc.*

13 [additional counsel listed on signature page]

14  
15 **UNITED STATES DISTRICT COURT**  
16 **NORTHERN DISTRICT OF CALIFORNIA**  
**(SAN FRANCISCO DIVISION)**

17 In re: CATHODE RAY TUBE (CRT)  
18 ANTITRUST LITIGATION

Master File No. 07-cv-5944-SC (N.D.  
Cal)

MDL No. 1917

19 \_\_\_\_\_  
This Document Relates to:

20 ALL ACTIONS

**THIRD AMENDED NOTICE OF  
DEPOSITION OF THOMSON SA  
PURSUANT TO FED. R. CIV. P.  
30(B)(6).**

1 **TO: THOMSON SA.**

2 Please take notice that Defendant Thomson SA ("Thomson SA") is requested, and  
 3 required, pursuant to Fed. R. Civ. P. 30(b)(6), Rule 45, and the Court's Discovery and Case  
 4 Management Protocol [Dkt. No. 1128] to designate and produce a person or persons to testify on  
 5 behalf of Thomson SA on the matters described and set forth in the Schedule of Rule 30(b)(6)  
 6 Deposition Topics attached hereto as Exhibit A.

7 The deposition will take place beginning on January 8-9, 2015 at 9:00 a.m., and will  
 8 continue thereafter until completed, at the offices of Faegre Baker Daniels LLP, 300 N. Meridian  
 9 Street, Suite 2700, Indianapolis, IN 46204. The deposition shall continue from day to day  
 10 (weekends and holidays excepted) until completed. The deposition shall be recorded  
 11 stenographically and by video and audio recording devices.

12 You are advised that Rule 30(b)(6) requires you to produce one or more witnesses at the  
 13 stated location and time who are prepared to testify about Thomson SA's knowledge, and not  
 14 just information personally known by them, of the topics described and set forth in the Schedule  
 15 of Rule 30(b)(6) Deposition Topics attached hereto. If the designated representative or  
 16 representatives do not have such knowledge, they are required to acquire it through whatever  
 17 reasonable investigation and preparation may be necessary.

18 Dated: January 5, 2015

19 Respectfully Submitted,

20 /s/ Craig A. Benson

21 Kenneth A. Gallo (*pro hac vice*)

22 Joseph J. Simons (*pro hac vice*)

23 Craig A. Benson (*pro hac vice*)

**PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP**

24 2001 K Street, NW

Washington, DC 20006

25 Telephone: (202) 223-7300

Facsimile: (202) 223-7420

kgallo@paulweiss.com

jsimons@paulweiss.com

cbenson@paulweiss.com

27 Stephen E. Taylor (SBN 058452)

28 Jonathan A. Patchen (SBN 237346)



**TAYLOR & COMPANY LAW OFFICES, LLP**

One Ferry Building, Suite 355  
San Francisco, California 94111  
Telephone: (415) 788-8200  
Facsimile: (415) 788-8208  
Email: staylor@tcolaw.com  
Email: jpatchen@tcolaw.com

*Attorneys for Plaintiffs Sharp Electronics  
Corporation and Sharp Electronics Manufacturing  
Company of America, Inc.*

/s/ David J. Burman

David J. Burman (pro hac vice)  
Cori G. Moore (pro hac vice)  
Eric J. Weiss (pro hac vice)  
Nicholas H. Hesterberg (pro hac vice)  
Steven D. Merriman (pro hac vice)  
Perkins Coie LLP  
1201 Third Avenue, Suite 4900  
Seattle, WA 98101-3099  
Telephone: 206.359.8000  
Facsimile: 206.359.9000  
Email: DBurman@perkinscoie.com  
Email: CGMoore@perkinscoie.com  
Email: EWeiss@perkinscoie.com  
Email: NHesterberg@perkinscoie.com  
Email: SMerriman@perkinscoie.com

Joren Bass, Bar No. 208143  
JBass@perkinscoie.com  
Perkins Coie LLP  
Four Embarcadero Center, Suite 2400  
San Francisco, CA 94111-4131  
Telephone: 415.344.7120  
Facsimile: 415.344.7320

*Attorneys for Plaintiff Costco Wholesale  
Corporation*

/s/ Philip J. Iovieno

William A. Isaacson  
BOIES, SCHILLER & FLEXNER LLP  
5301 Wisconsin Ave. NW, Suite 800  
Washington, D.C. 20015  
Telephone: (202) 237-2727  
Facsimile: (202) 237-6131

1 Email: wisaacson@bsfllp.com

2 Stuart Singer  
3 BOIES, SCHILLER & FLEXNER LLP  
4 401 East Las Olas Blvd., Suite 1200  
5 Fort Lauderdale, FL 33301  
6 Telephone: (954) 356-0011  
7 Facsimile: (954) 356-0022  
8 Email: ssinger@bsfllp.com

9 Philip J. Iovieno  
10 Anne M. Nardacci  
11 BOIES, SCHILLER & FLEXNER LLP  
12 30 South Pearl Street, 11th Floor  
13 Albany, NY 12207  
14 Telephone: (518) 434-0600  
15 Facsimile: (518) 434-0665  
16 Email: piovieno@bsfllp.com  
17 Email: anardacci@bsfllp.com

18 *Liaison Counsel for Direct Action Plaintiffs and*  
19 *Attorneys for Plaintiffs Electrograph Systems, Inc.,*  
20 *Electrograph Technologies, Corp., Office Depot,*  
21 *Inc., Interbond Corporation of America, P.C.*  
22 *Richard & Son Long Island Corporation, MARTA*  
23 *Cooperative of America, Inc., ABC Appliance, Inc.,*  
24 *Schultze Agency Services LLC on behalf of Tweeter*  
25 *Opco, LLC and Tweeter Newco, LLC*

26 /s/ Scott N. Wagner

27 Robert W. Turken  
28 Scott N. Wagner  
Bilzin Sumberg Baena Price & Axelrod LLP  
1450 Brickell Ave, Suite 2300  
Miami, FL 33131-3456  
Tel: 305-374-7580  
Fax: 305-374-7593  
Email: rturken@bilzin.com  
Email: swagner@bilzin.com

Stuart Singer  
BOIES, SCHILLER & FLEXNER LLP  
401 East Las Olas Blvd., Suite 1200  
Fort Lauderdale, FL 33301  
Telephone: (954) 356-0011  
Facsimile: (954) 356-0022  
Email: ssinger@bsfllp.com

William A. Isaacson  
BOIES, SCHILLER & FLEXNER LLP  
5301 Wisconsin Ave. NW, Suite 800  
Washington, D.C. 20015  
Telephone: (202) 237-2727  
Facsimile: (202) 237-6131  
Email: wisaacson@bsfllp.com

Philip J. Iovieno  
Anne M. Nardacci  
BOIES, SCHILLER & FLEXNER LLP  
30 South Pearl Street, 11th Floor  
Albany, NY 12207  
Telephone: (518) 434-0600  
Facsimile: (518) 434-0665  
Email: piovieno@bsfllp.com  
Email: anardacci@bsfllp.com

*Attorneys for Plaintiffs Tech Data Corporation and  
Tech Data Product Management, Inc.*

/s/ David Martinez  
Roman M. Silberfeld, (SBN 62783)  
David Martinez, (SBN 193183)  
ROBINS, KAPLAN, MILLER & CIRESI L.L.P.  
2049 Century Park East, Suite 3400  
Los Angeles, CA 90067-3208  
Telephone: (310) 552-0130  
Facsimile: (310) 229-5800  
Email: RMSilberfeld@rkmc.com  
Email: DMartinez@rkmc.com

*Attorneys For Plaintiffs Best Buy Co., Inc, Best Buy  
Purchasing LLC, Best Buy Enterprise Services, Inc.,  
Best Buy Stores, L.P., Bestbuy.com, L.L.C., and  
Magnolia Hi-Fi, Inc.*

/s/ Lee Godfrey  
H. Lee Godfrey  
Kenneth S. Marks  
Jonathan J. Ross  
Johnny W. Carter  
David M. Peterson  
SUSMAN GODFREY L.L.P.  
1000 Louisiana Street, Suite 5100  
Houston, Texas 77002  
Telephone: (713) 651-9366

Facsimile: (713) 654-6666  
Email: lgodfrey@sumangodfrey.com  
Email: kmarks@susmangodfrey.com  
Email: jross@susmangodfrey.com  
Email: jcarter@susmangodfrey.com  
Email: dpeterson@susmangodfrey.com

Parker C. Folse III  
Rachel S. Black  
Jordan Connors  
SUSMAN GODFREY L.L.P.  
1201 Third Avenue, Suite 3800  
Seattle, Washington 98101-3000  
Telephone: (206) 516-3880  
Facsimile: (206) 516-3883  
Email: pfolse@susmangodfrey.com  
Email: rblack@susmangodfrey.com  
Email: jconnors@susmangodfrey.com

*Attorneys for Plaintiff Alfred H. Siegel, as Trustee  
of the Circuit City Stores, Inc. Liquidating Trust*

/s/ Jason C. Murray  
Jason C. Murray (CA Bar No. 169806)  
CROWELL & MORING LLP  
515 South Flower St., 40th Floor  
Los Angeles, CA 90071  
Telephone: 213-443-5582  
Facsimile: 213-622-2690  
Email: jmurray@crowell.com

Jerome A. Murphy (pro hac vice)  
Astor H.L. Heaven (pro hac vice)  
CROWELL & MORING LLP  
1001 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004  
Telephone: 202-624-2500  
Facsimile: 202-628-5116  
E-mail: jmurphy@crowell.com  
aheaven@crowell.com

*Attorneys for Target Corp.*

/s/ Richard Arnold

Richard Alan Arnold  
William J. Blechman  
Kevin J. Murray

1 KENNY NACHWALTER, P.A.  
2 201 S. Biscayne Blvd., Suite 1100  
3 Miami, FL 33131  
4 Tel: 305-373-1000  
5 Fax: 305-372-1861  
6 Email: rarnold@knpa.com  
7 Email: wblechman@knpa.com  
8 Email: kmurray@knpa.com

9 *Attorneys for Plaintiff Sears, Roebuck and Co. and*  
10 *Kmart Corp.*

11 /s/ Guido Saveri

12 Guido Saveri (22349)  
13 R. Alexander Saveri (173102)  
14 Geoffrey C. Rushing (126910)  
15 Travis L. Manfredi (281779)  
16 SAVERI & SAVERI, INC.  
17 706 Sansome Street  
18 San Francisco, CA 94111  
19 Telephone: 415.217.6810  
20 Fax: 415.217.6813

21 *Interim Lead Counsel for the Direct Purchaser*  
22 *Plaintiffs*

## Exhibit A

### DEFINITIONS

The words and phrases used in these Requests shall have the meanings ascribed to them under the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the Northern District of California. In addition, the following terms shall have the meanings set forth below:

1. “And” and “or” mean and/or construed conjunctively or disjunctively as necessary to make the request more inclusive rather than less inclusive.

2. The words “all,” “any,” and “each” mean “each and every.”

3. The terms “Communication” and “Communications” mean any transfer or exchange of information whether by written, oral, electronic or other means, including but not limited to oral conversations, e-mails, correspondence, instant or text messages, voicemail messages, facsimiles or telegrams.

4. “CRT” means any (a) color picture tubes (“CPTs”), which are cathode ray tubes used primarily in color televisions; and (b) color display tubes (“CDTs”), which are used primarily in color computer monitors.

5. “CRT Finished Product” means any electronic devices containing CPTs.

6. “CRT Products” means any CRT and/or CRT Finished Product.

7. “Defendant” or “Defendants” means any of the entities currently or formerly named as defendants in any of these litigations and, without limitation, all of their past and present parents, subsidiaries, affiliates, joint ventures, officers, directors, employees, agents, attorneys, or representatives (and the parents’, subsidiaries’, affiliates’, or joint ventures’ past and present officers, directors, employees, agents, attorneys, or representatives), and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

8. “Document” or “documents” has the broadest possible meaning pursuant to the Federal Rules of Civil Procedure including, but not limited to, all writings and other tangible things upon which any form of communication is recorded or reproduced, and preliminary drafts

1 and non-identical copies of the above (whether such copies differ from the original by reason of  
2 notation made on such copies or otherwise). Without limiting the generality of the foregoing, the  
3 term “document” or “documents” includes, but is not limited to, correspondence, memoranda,  
4 notes, records, letters, envelopes, telegrams, messages, studies, analyses, contracts, agreements,  
5 working papers, accounts, analytical records, reports and/or summaries of investigations, trade  
6 letters, press releases, comparisons, books, calendars, diaries, articles, magazines, newspapers,  
7 booklets, brochures, pamphlets, circulars, bulletins, notices, drawings, diagrams, instructions,  
8 notes or minutes of meetings or of other communications of any type, including inter- and intra-  
9 office communications, questionnaires, surveys, charts, graphs, photographs, phonograph  
10 recordings, films, tapes, disks, data cells, print-outs of information stored or maintained by  
11 electronic data processing or word processing equipment, including email, and all other data  
12 compilations from which information can be obtained (by translation, if necessary, by you  
13 through detection devices into usable form), including, but not limited to, electromagnetically  
14 sensitive storage media such as floppy disks, hard disks and magnetic tapes, and any preliminary  
15 versions, drafts or revisions of any of the foregoing. “Document” or “documents” also includes  
16 each and every file folder or other material in which the above items are stored, filed or  
17 maintained.

18 9. “Including” or “includes” means without limitation.

19 10. The term “manager” means any person who served as an officer of a corporation  
20 or otherwise held actual or apparent authority to make decisions on behalf of that corporation.

21 11. The term “person” or “persons” is defined to mean any natural person,  
22 corporation, or partnership, or any business, legal, or government entity, organization, or  
23 association.

24 12. “You,” “Your,” or “Your Company” mean Thomson SA, its predecessors,  
25 successors, subsidiaries, departments, divisions, and/or affiliates, including without limitation  
26 any organization or entity which it manages or controls, together with all present and former  
27 directors, officers, employees, agents, representatives or any persons acting or purporting to act  
28 on behalf of Thomson SA.

1           13.     The terms “Price,” “Prices,” and “Pricing” mean consideration, establishment and  
 2 implementation of prices, pricing, discounts, rebates, price quotations, bids, quotes, price lists,  
 3 price announcements, terms or conditions of sale, credit terms, freight rates or charges and  
 4 changes or proposed changes in the above.

5           14.     “Related to” “relating to” “referring to” “regarding” or “with respect to” mean,  
 6 without limitation, the following concepts: discussing, describing, reflecting, dealing with, and  
 7 pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting,  
 8 assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in  
 9 whole or in part.

10          15.     “Relevant Period” means March 1, 1992 to the present.

11          16.     “TDA” means Technologies Displays Americas LLC (formerly Thomson  
 12 Displays Americas LLC).

13          17.     “Technologies Displays” means, collectively, TDA and Technologies Displays  
 14 Mexicana, S.A. de C.V.

15          18.     “Thomson Consumer” means Thomson Consumer Electronics, Inc. (now known  
 16 as Technicolor USA, Inc.).

#### 17                   **SCHEDULE OF RULE 30(B)(6) DEPOSITION TOPICS**

##### 18           **A.     Conspiracy Information**

19          1.     The identity of each company that participated with or including You in any  
 20 meeting, conspiracy, understanding, or agreement relating to the production, pricing, sale,  
 21 marketing, or distribution of CRT Products, the identity of each individual who participated on  
 22 behalf of each such company, the dates of each such participation, a description of each  
 23 communication, meeting, or other act in furtherance of the conspiracy, understanding, or  
 24 agreement, and any changes in any such individuals’ employment status and all the reasons  
 25 therefore.

26          2.     All communications with any other defendant or co-conspirator named in *In re*  
 27 *Cathode Ray Tube (CRT) Antitrust Litigation*, U.S. Dist. Ct., Northern District of California,  
 28 MDL-1917, related to the production, pricing, sale, marketing, or distribution of CRT Products.



1           3.     Your policies applicable to communications with competitors, including Your  
2 policies applicable to communications with competitors regarding production, pricing,  
3 development costs, marketing or distribution of CRT Products, Your policies regarding the use  
4 of competitors' CRT Products prices obtained directly from competitors in setting the Prices of  
5 CRTs You quoted to customers or prospective customers, and Your policies regarding the use of  
6 competitors' CRT Products prices obtained directly from competitors in setting the prices of  
7 CRTs You quoted to customers or prospective customers.

8           4.     All internal communications within Thomson SA related to the production,  
9 pricing, sale, marketing, or distribution of CRT Products.

10          5.     All facts that you are aware of with respect to any meeting, conspiracy,  
11 understanding, or agreement related to the production, pricing, sale, marketing, or distribution of  
12 CRT Products, including the identity of any documents reflecting or relating to the meeting,  
13 conspiracy, understanding, or agreement.

14          6.     All efforts to conceal the existence of any meeting conspiracy, understanding, or  
15 agreement related to the production, pricing, sale, marketing, or distribution of CRT Products,  
16 including the identity of all persons who actively participated in concealing the meeting,  
17 conspiracy, understanding, or agreement, and the extent to which documents were destroyed,  
18 false representations were made regarding the reasons for price increases or supply restrictions,  
19 and participants met in non-public area to avoid detection.

20          7.     The identity of all of your current and former employees who provided written or  
21 oral information, and the identity of all documents you provided, to any law enforcement or  
22 regulatory authority related to any meeting, conspiracy, understanding, or agreement in the  
23 production, pricing, marketing, sale, or distribution of CRT Products, including grand jury  
24 testimony, affidavits and/or declarations, or communications with lawyers from the United States  
25 Department of Justice the Federal Bureau of Investigation, the European Commission, or other  
26 foreign governmental or intergovernmental entity or agency.

27          8.     Any joint ventures, partnerships or other collaborative business relationships, or  
28 acquisitions related to CRT Products production, sale, marketing, or distribution, either

1 undertaken or considered by you with respect to: (a) any other defendant or co-conspirator  
2 named in *In re Cathode Ray Tube (CRT) Antitrust Litigation*, U.S. Dist. Ct., Northern District of  
3 California, MDL-1917, (b) any competitor, or (c) any other person.

4 9. If you contend that you withdrew from any meeting, conspiracy, understanding,  
5 or agreement related to the production, sale, marketing, or distribution of CRT Products, all facts  
6 regarding the date and circumstances of your withdrawal from the meeting, conspiracy,  
7 understanding, or agreement, how you withdrew from the meeting, conspiracy, understanding, or  
8 agreement, the identity of persons who withdrew from the meeting, conspiracy, understanding,  
9 or agreement on your behalf, and the identity of any documents that support your contention that  
10 you withdrew from the meeting, conspiracy, understanding, or agreement.

11 10. Your knowledge or beliefs related to the illegality or impropriety of exchanging  
12 information or entering into any understanding, agreement, commitment, or contract with any of  
13 the defendants or co-conspirators named in *In re Cathode Ray Tube (CRT) Antitrust Litigation*,  
14 U.S. Dist. Ct., Northern District of California, MDL-1917, related to the production, pricing,  
15 sale, marketing, or distribution of CRT Products.

16 11. If you contend that any or all of the Plaintiffs knew or should have known of any  
17 meeting, conspiracy, understanding, or agreement related to the production, sale, marketing, or  
18 distribution of CRT Products prior to November 2007, the circumstances under which Plaintiffs  
19 became aware, or should have become aware, of your involvement in the meeting, conspiracy,  
20 understanding, or agreement, and the documents that support your contention.

21 **B. Pricing, Sales, and Marketing Information**

22 12. The identity and general description of the CRT Products you manufactured,  
23 purchased, sold, or distributed.

24 13. The distribution channels or classes of trade through which you sold CRT  
25 Products during the Relevant Period, including your sales to the following categories of  
26 purchasers: (a) your affiliates; (b) other defendants in this litigation; and (c) other business  
27 entities, including OEMs, retailers, mass merchandisers, e-commerce, and distributors.

1           14.     The organization and structure of each of your business units that produced,  
2 marketed, sold, or distributed CRT Products, including the identity of all persons with decision-  
3 making or supervisory responsibility for (a) the pricing, sale or marketing of CRT Products,  
4 including persons with authority and/or responsibility for setting, maintaining, and adjusting  
5 inventory targets; (b) sales, purchases, and/or transfers with competitors; and (c) reporting  
6 information to or receiving information from trade associations.

7           15.     The policy and process by which prices, including list prices and actual selling  
8 prices, for each CRT Product were set and by whom, including the location of negotiations for  
9 sales of CRT Products to Plaintiffs, OEMs, or ODMs; the location of your sales offices in the  
10 United States; all factors, formulas, or guidelines you considered in determining prices you  
11 charged for each CRT Products; the pricing authority given to employees/affiliates at all levels of  
12 the sales and marketing organization; and how pricing decisions were implemented, including  
13 any benchmarks (*e.g.*, industry-wide, specific customers, spot market, discounts or rebates) used  
14 when establishing and/or negotiating prices.

15           16.     The relationship between the price of CRTs sold by you and the price of CRT  
16 Finished Products sold by you or your domestic and/or international affiliates including, but not  
17 limited to: (i) the percentage of the total cost of the CRT Finished Products made up by the  
18 CRTs; and (ii) the effect that a change in the price of the CRTs had on the price of the CRT  
19 Finished Products.

20           17.     The extent to which the prices charged for CRT Products were passed on through  
21 the distribution chain by you or your domestic and/or international affiliates.

22           18.     Meetings and other communications between you and any Plaintiff.

23           19.     Negotiations and other communications between you and OEMs or ODMs  
24 regarding the sale of CRTs.

25           20.     Your activities and transaction directed at, or occurring in, the United States.

26           21.     Your knowledge that CRTs you sold would be incorporated into products  
27 imported into the United States, including that CRTs manufactured for sale to Plaintiffs would be  
28 shipped into the United States or that CRTs sold to OEMs or ODMs would be sold to Plaintiffs

1 in the United States and Your monitoring of the prices of CRT Products sold in the United  
2 States.

3 22. Policies, practices, or requirements relating to Your participating in negotiations,  
4 entering into, or signing contracts for, Your subsidiaries, including Thomson Consumer or  
5 Technologies Displays.

6 23. The role of current and former directors, officers, employees, agents, or other  
7 representatives with any managerial responsibility for recommending, reviewing, setting or  
8 approving prices, bids, quotes, or rebates for Your CRTs or CRT Products, or those of Thomson  
9 Consumer or Technologies Displays or Videocon Industries, Ltd., during the Relevant Period for  
10 the U.S. market.

11 24. Business departments or functions shared between You and Your subsidiaries,  
12 including Thomson Consumer or Technologies Displays.

13 25. Your contacts with the United States during the Relevant Period, including (1)  
14 bank accounts, employees, inventory, and owned, rented, or leased property located in the U.S.;  
15 (2) sales and exports to the U.S.; (3) operations in the U.S.; (4) taxes paid in the U.S.; (5) U.S.  
16 litigations You filed or in which You participated; (6) keeping of books or records in the U.S.;  
17 (7) registered or appointed agents for service of process in the U.S.; and (8) attendance by any  
18 Thomson SA employees of trade association meetings held in the U.S. relating to CRTs or CRT  
19 Products.

20 26. Your instructions, directions, policies, or procedures to or from domestic and/or  
21 international affiliates related to the production, pricing, negotiation, sale, marketing, or  
22 distribution of CRT Products.

23 27. Your use of discounts or rebates in connection with the sale of its CRT Products,  
24 including how such discounts or rebates were recorded by You and the identity and location of  
25 documents or data recording discounts or rebates.

26 **C. Transactional and Financial Information**

27 28. The electronic data processing systems, programs, and outputs that you used to  
28 record, store, compute, analyze, or retrieve any information relating to the production, pricing,

1 marketing, sale, distribution, profitability, or inventory of CRT Products, including systems  
2 shared with your domestic and/or international affiliate(s) or any other company; a description of  
3 the meaning of the fields in any electronic data you produced to Plaintiffs; an explanation of how  
4 to read or interpret transactional or financial data you produced to Plaintiffs (including sales  
5 information, cost information cost accounting reports, and production information); the authors  
6 of the entries into the databases; and/or instructions for entry of data.

7       29. The nature of the records of your sale of CRT Products (including, but not limited  
8 to, sales to domestic and/or international affiliated entities and other defendants in this litigation)  
9 during the Relevant Period, including data which shows the types of CRT Products sold, the  
10 volume of sales for each type of CRT Products and the prices at which your CRT Products were  
11 sold.

12       30. The nature of the records of your purchases of CRT Products (including, but not  
13 limited to, purchases from domestic and/or international affiliated entities and other defendants  
14 in this litigation) during the Relevant Period, including data that relates to the types of CRT  
15 Products purchased, the volume of purchase for each type of CRT Products, the prices at which  
16 you purchased those CRT Products and the sellers from whom you purchased each type of CRT  
17 Products.

18       **D. Corporate Relationships**

19       31. The relationship between Thomson Consumer Electronics Inc., and Thomson SA  
20 during the Relevant Period, including the ownership, decision-making, and organizational  
21 structure of these entities and any departments or divisions within these entities responsible for  
22 or involved in pricing, selling, marketing, or distributing CRT Products.

23       32. The officers and directors of Thomson SA during the Relevant Period.

24       33. Thomson SA's ownership interest in Videocon Industries, Ltd. during the  
25 Relevant Period.

26       34. The transfer of Thomson SA managers, agents, or employees to Videocon  
27 Industries, Ltd.

1           35.     The involvement of Thomson SA in the management, sales, marketing, or other  
2 corporate responsibilities of Videocon Industries, Ltd. during the Relevant Period.

3           **E.     Manufacturing and Production**

4           36.     A description of Your CRT Product production facilities, including: (a) the  
5 location of each facility; (b) the start and end date of production operations at each facility; (c)  
6 the products produced at each facility; (d) the number of manufacturing lines at each facility and  
7 products produced by line; and (e) the capacity utilization rates for each facility and  
8 manufacturing line within each facility.

9           37.     Your policies and practices for setting the production levels for CRT Products,  
10 including policies and practices for increasing, decreasing, and/or shutting down production (for  
11 any amount of time greater than 24 hours), and all formulas and factors considered in making  
12 such production decisions as well as the names of the individuals with authority to implement or  
13 deviate from these policies and practices for setting production levels for CRT Products.

14          38.     The method(s) used by Your Company to track production capacity for each CRT  
15 Product manufacturing facility and each manufacturing line, the method(s) used by Your  
16 Company to track inventory levels, link returns and sales, and monitor product margins of CRT  
17 Products You purchased, sold or distributed, the method(s) by which Your Company tracked  
18 shutdowns at any of Your CRT Products manufacturing facilities.

19          39.     The typical amount of time and production costs it takes to produce different  
20 types of CRT tubes and the typical amount of time after manufacturing of a CRT tube was  
21 initiated until manufacturing reached the planned capacity at your manufacturing facilities, and  
22 the typical capital costs for building and improving Your CRT manufacturing facilities.

23          40.     The production costs and typical amount of time needed to switch Your  
24 production from one type of CRT to a different type of CRT.

25          41.     Whether: (a) particular manufacturing facilities specialized in a particular CRT  
26 specification or whether multiple CRT specifications are produced at a single plant, and (b)  
27 CDTs and CPTs are, or were, produced at the same manufacturing facilities.

1           42.     The extent to which a CRT made by Your Company can be used in a CRT  
2 Finished Product made by another CRT Product manufacturer, including the defendants in this  
3 litigation.

4           43.     The existence and/or function of any department at Your company with  
5 responsibility for accounting software and/or electronically stored information.

6           44.     The use and existence of third-party data sources and other sources of market  
7 share data/analyses for CRT Products.

**CERTIFICATE OF SERVICE**

The undersigned counsel hereby certifies that a true and correct copy of the foregoing document was served via email upon the parties and counsel of record on January 5, 2015.

/s/ Craig A. Benson

Kenneth A. Gallo (*pro hac vice*)  
Joseph J. Simons (*pro hac vice*)  
Craig A. Benson (*pro hac vice*)  
**PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP**  
2001 K Street, NW  
Washington, DC 20006  
Telephone: (202) 223-7300  
Facsimile: (202) 223-7420  
kgallo@paulweiss.com  
jsimons@paulweiss.com  
cbenson@paulweiss.com

Stephen E. Taylor (SBN 058452)  
Jonathan A. Patchen (SBN 237346)  
**TAYLOR & COMPANY LAW OFFICES, LLP**  
One Ferry Building, Suite 355  
San Francisco, California 94111  
Telephone: (415) 788-8200  
Facsimile: (415) 788-8208  
Email: staylor@tcolaw.com  
Email: jpatchen@tcolaw.com

*Attorneys for Plaintiffs Sharp Electronics  
Corporation and Sharp Electronics Manufacturing  
Company of America, Inc.*

/s/ David J. Burman

David J. Burman (*pro hac vice*)  
Cori G. Moore (*pro hac vice*)  
Eric J. Weiss (*pro hac vice*)  
Nicholas H. Hesterberg (*pro hac vice*)  
Steven D. Merriman (*pro hac vice*)  
Perkins Coie LLP  
1201 Third Avenue, Suite 4900  
Seattle, WA 98101-3099  
Telephone: 206.359.8000  
Facsimile: 206.359.9000  
Email: DBurman@perkinscoie.com  
Email: CGMoore@perkinscoie.com  
Email: EWeiss@perkinscoie.com  
Email: NHesterberg@perkinscoie.com



Email: SMerriman@perkinscoie.com

Joren Bass, Bar No. 208143  
JBass@perkinscoie.com  
Perkins Coie LLP  
Four Embarcadero Center, Suite 2400  
San Francisco, CA 94111-4131  
Telephone: 415.344.7120  
Facsimile: 415.344.7320

*Attorneys for Plaintiff Costco Wholesale Corporation*

/s/ Philip J. Iovieno

William A. Isaacson  
BOIES, SCHILLER & FLEXNER LLP  
5301 Wisconsin Ave. NW, Suite 800  
Washington, D.C. 20015  
Telephone: (202) 237-2727  
Facsimile: (202) 237-6131  
Email: wisaacson@bsflp.com

Stuart Singer  
BOIES, SCHILLER & FLEXNER LLP  
401 East Las Olas Blvd., Suite 1200  
Fort Lauderdale, FL 33301  
Telephone: (954) 356-0011  
Facsimile: (954) 356-0022  
Email: ssinger@bsflp.com

Philip J. Iovieno  
Anne M. Nardacci  
BOIES, SCHILLER & FLEXNER LLP  
30 South Pearl Street, 11th Floor  
Albany, NY 12207  
Telephone: (518) 434-0600  
Facsimile: (518) 434-0665  
Email: piovieno@bsflp.com  
Email: anardacci@bsflp.com

*Liaison Counsel for Direct Action Plaintiffs and  
Attorneys for Plaintiffs Electrograph Systems, Inc.,  
Electrograph Technologies, Corp., Office Depot,  
Inc., Interbond Corporation of America, P.C.  
Richard & Son Long Island Corporation, MARTA  
Cooperative of America, Inc., ABC Appliance, Inc.,*

*Schultze Agency Services LLC on behalf of Tweeter  
Opco, LLC and Tweeter Newco, LLC*

/s/ Scott N. Wagner

Robert W. Turken  
Scott N. Wagner  
Bilzin Sumberg Baena Price & Axelrod LLP  
1450 Brickell Ave, Suite 2300  
Miami, FL 33131-3456  
Tel: 305-374-7580  
Fax: 305-374-7593  
Email: rturken@bilzin.com  
Email: swagner@bilzin.com

Stuart Singer  
BOIES, SCHILLER & FLEXNER LLP  
401 East Las Olas Blvd., Suite 1200  
Fort Lauderdale, FL 33301  
Telephone: (954) 356-0011  
Facsimile: (954) 356-0022  
Email: ssinger@bsflp.com

William A. Isaacson  
BOIES, SCHILLER & FLEXNER LLP  
5301 Wisconsin Ave. NW, Suite 800  
Washington, D.C. 20015  
Telephone: (202) 237-2727  
Facsimile: (202) 237-6131  
Email: wisaacson@bsflp.com

Philip J. Iovieno  
Anne M. Nardacci  
BOIES, SCHILLER & FLEXNER LLP  
30 South Pearl Street, 11th Floor  
Albany, NY 12207  
Telephone: (518) 434-0600  
Facsimile: (518) 434-0665  
Email: piovieno@bsflp.com  
Email: anardacci@bsflp.com

*Attorneys for Plaintiffs Tech Data Corporation and  
Tech Data Product Management, Inc.*

/s/ David Martinez

Roman M. Silberfeld, (SBN 62783)  
David Martinez, (SBN 193183)

1 ROBINSON, KAPLAN, MILLER & CIRESI L.L.P.  
2 2049 Century Park East, Suite 3400  
3 Los Angeles, CA 90067-3208  
4 Telephone: (310) 552-0130  
5 Facsimile: (310) 229-5800  
6 Email: RMSilberfeld@rkmc.com  
7 Email: DMartinez@rkmc.com

8 *Attorneys For Plaintiffs Best Buy Co., Inc, Best Buy*  
9 *Purchasing LLC, Best Buy Enterprise Services, Inc.,*  
10 *Best Buy Stores, L.P., Bestbuy.com, L.L.C., and*  
11 *Magnolia Hi-Fi, Inc.*

12 /s/ Lee Godfrey  
13 H. Lee Godfrey  
14 Kenneth S. Marks  
15 Jonathan J. Ross  
16 Johnny W. Carter  
17 David M. Peterson  
18 SUSMAN GODFREY L.L.P.  
19 1000 Louisiana Street, Suite 5100  
20 Houston, Texas 77002  
21 Telephone: (713) 651-9366  
22 Facsimile: (713) 654-6666  
23 Email: lgodfrey@sumangodfrey.com  
24 Email: kmarks@susmangodfrey.com  
25 Email: jross@susmangodfrey.com  
26 Email: jcarter@susmangodfrey.com  
27 Email: dpeterson@susmangodfrey.com

28 Parker C. Folse III  
Rachel S. Black  
Jordan Connors  
SUSMAN GODFREY L.L.P.  
1201 Third Avenue, Suite 3800  
Seattle, Washington 98101-3000  
Telephone: (206) 516-3880  
Facsimile: (206) 516-3883  
Email: pfolse@susmangodfrey.com  
Email: rblack@susmangodfrey.com  
Email: jconnors@susmangodfrey.com

*Attorneys for Plaintiff Alfred H. Siegel, as Trustee*  
*of the Circuit City Stores, Inc. Liquidating Trust*

/s/ Jason C. Murray  
Jason C. Murray (CA Bar No. 169806)  
CROWELL & MORING LLP

1 515 South Flower St., 40th Floor  
2 Los Angeles, CA 90071  
3 Telephone: 213-443-5582  
4 Facsimile: 213-622-2690  
5 Email: jmurray@crowell.com

6 Jerome A. Murphy (pro hac vice)  
7 Astor H.L. Heaven (pro hac vice)  
8 CROWELL & MORING LLP  
9 1001 Pennsylvania Avenue, N.W.  
10 Washington, D.C. 20004  
11 Telephone: 202-624-2500  
12 Facsimile: 202-628-5116  
13 E-mail: jmurphy@crowell.com  
14 aheaven@crowell.com

15 *Attorneys for Target Corp.*

16 /s/ Richard Arnold  
17 Richard Alan Arnold  
18 William J. Blechman  
19 Kevin J. Murray  
20 KENNY NACHWALTER, P.A.  
21 201 S. Biscayne Blvd., Suite 1100  
22 Miami, FL 33131  
23 Tel: 305-373-1000  
24 Fax: 305-372-1861  
25 Email: rarnold@knpa.com  
26 Email: wblechman@knpa.com  
27 Email: kmurray@knpa.com

28 *Attorneys for Plaintiff Sears, Roebuck and Co. and  
Kmart Corp.*

/s/ Guido Saveri  
Guido Saveri (22349)  
R. Alexander Saveri (173102)  
Geoffrey C. Rushing (126910)  
Travis L. Manfredi (281779)  
SAVERI & SAVERI, INC.  
706 Sansome Street  
San Francisco, CA 94111  
Telephone: 415.217.6810  
Fax: 415.217.6813

*Interim Lead Counsel for the Direct Purchaser  
Plaintiffs*

# Exhibit B

Kenneth A. Gallo (*pro hac vice*)  
Joseph J. Simons (*pro hac vice*)  
Craig A. Benson (*pro hac vice*)  
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
2001 K Street, NW  
Washington, DC 20006-1047  
Telephone: (202) 223-7300  
Facsimile: (202) 223-7420  
Email: kgallo@paulweiss.com  
Email: jsimons@paulweiss.com  
Email: cbenson@paulweiss.com

Stephen E. Taylor (SBN 058452)  
Jonathan A. Patchen (SBN 237346)  
TAYLOR & COMPANY LAW OFFICES, LLP  
One Ferry Building, Suite 355  
San Francisco, California 94111  
Telephone: (415) 788-8200  
Facsimile: (415) 788-8208  
Email: staylor@tcolaw.com  
Email: jpatchen@tcolaw.com

*Attorneys for Sharp Electronics Corporation and  
Sharp Electronics Manufacturing Company of America, Inc.*

[additional counsel listed on signature page]

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
(SAN FRANCISCO DIVISION)**

In re: CATHODE RAY TUBE (CRT)  
ANTITRUST LITIGATION

Master File No. 07-cv-5944-SC (N.D.  
Cal)

MDL No. 1917

\_\_\_\_\_  
This Document Relates to:

ALL ACTIONS

**THIRD AMENDED NOTICE OF  
DEPOSITION OF THOMSON  
CONSUMER ELECTRONICS, INC.  
PURSUANT TO FED. R. CIV. P.  
30(B)(6).**

1 **TO: THOMSON CONSUMER ELECTRONICS, INC.**

2 Please take notice that Defendant Thomson Consumer Electronics Inc. ("Thomson  
3 Consumer") is requested, and required, pursuant to Fed. R. Civ. P. 30(b)(6), Rule 45, and the  
4 Court's Discovery and Case Management Protocol [Dkt. No. 1128] to designate and produce a  
5 person or persons to testify on behalf of Thomson Consumer on the matters described and set  
6 forth in the Schedule of Rule 30(b)(6) Deposition Topics attached hereto as Exhibit A.

7 The deposition will take place beginning on January 8-9, 2015 at 9:00 a.m., and will  
8 continue thereafter until completed, at the offices of Faegre Baker Daniels LLP, 300 N. Meridian  
9 Street, Suite 2700, Indianapolis, IN 46204. The deposition shall continue from day to day  
10 (weekends and holidays excepted) until completed. The deposition shall be recorded  
11 stenographically and by video and audio recording devices.

12 You are advised that Rule 30(b)(6) requires you to produce one or more witnesses at the  
13 stated location and time who are prepared to testify about Thomson Consumer's knowledge, and  
14 not just information personally known by them, of the topics described and set forth in the  
15 Schedule of Rule 30(b)(6) Deposition Topics attached hereto. If the designated representative or  
16 representatives do not have such knowledge, they are required to acquire it through whatever  
17 reasonable investigation and preparation may be necessary.

18 Dated: January 5, 2015

19 Respectfully Submitted,

20 /s/ Craig A. Benson

21 Kenneth A. Gallo (*pro hac vice*)

22 Joseph J. Simons (*pro hac vice*)

23 Craig A. Benson (*pro hac vice*)

**PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP**

24 2001 K Street, NW

Washington, DC 20006

25 Telephone: (202) 223-7300

Facsimile: (202) 223-7420

26 kgallo@paulweiss.com

jsimons@paulweiss.com

27 cbenson@paulweiss.com

Stephen E. Taylor (SBN 058452)  
Jonathan A. Patchen (SBN 237346)  
**TAYLOR & COMPANY LAW OFFICES, LLP**  
One Ferry Building, Suite 355  
San Francisco, California 94111  
Telephone: (415) 788-8200  
Facsimile: (415) 788-8208  
Email: staylor@tcolaw.com  
Email: jpatchen@tcolaw.com

*Attorneys for Plaintiffs Sharp Electronics  
Corporation and Sharp Electronics Manufacturing  
Company of America, Inc.*

/s/ David J. Burman

David J. Burman (pro hac vice)  
Cori G. Moore (pro hac vice)  
Eric J. Weiss (pro hac vice)  
Nicholas H. Hesterberg (pro hac vice)  
Steven D. Merriman (pro hac vice)  
Perkins Coie LLP  
1201 Third Avenue, Suite 4900  
Seattle, WA 98101-3099  
Telephone: 206.359.8000  
Facsimile: 206.359.9000  
Email: DBurman@perkinscoie.com  
Email: CGMoore@perkinscoie.com  
Email: EWeiss@perkinscoie.com  
Email: NHesterberg@perkinscoie.com  
Email: SMerriman@perkinscoie.com

Joren Bass, Bar No. 208143  
JBass@perkinscoie.com  
Perkins Coie LLP  
Four Embarcadero Center, Suite 2400  
San Francisco, CA 94111-4131  
Telephone: 415.344.7120  
Facsimile: 415.344.7320

*Attorneys for Plaintiff Costco Wholesale  
Corporation*

/s/ Philip J. Iovieno

William A. Isaacson  
BOIES, SCHILLER & FLEXNER LLP  
5301 Wisconsin Ave. NW, Suite 800  
Washington, D.C. 20015



Telephone: (202) 237-2727  
Facsimile: (202) 237-6131  
Email: wisaacson@bsflp.com

Stuart Singer  
BOIES, SCHILLER & FLEXNER LLP  
401 East Las Olas Blvd., Suite 1200  
Fort Lauderdale, FL 33301  
Telephone: (954) 356-0011  
Facsimile: (954) 356-0022  
Email: ssinger@bsflp.com

Philip J. Iovieno  
Anne M. Nardacci  
BOIES, SCHILLER & FLEXNER LLP  
30 South Pearl Street, 11th Floor  
Albany, NY 12207  
Telephone: (518) 434-0600  
Facsimile: (518) 434-0665  
Email: piovieno@bsflp.com  
Email: anardacci@bsflp.com

*Liaison Counsel for Direct Action Plaintiffs and  
Attorneys for Plaintiffs Electrograph Systems, Inc.,  
Electrograph Technologies, Corp., Office Depot,  
Inc., Interbond Corporation of America, P.C.  
Richard & Son Long Island Corporation, MARTA  
Cooperative of America, Inc., ABC Appliance, Inc.,  
Schultze Agency Services LLC on behalf of Tweeter  
Opco, LLC and Tweeter Newco, LLC*

/s/ Scott N. Wagner

Robert W. Turken  
Scott N. Wagner  
Bilzin Sumberg Baena Price & Axelrod LLP  
1450 Brickell Ave, Suite 2300  
Miami, FL 33131-3456  
Tel: 305-374-7580  
Fax: 305-374-7593  
Email: rturken@bilzin.com  
Email: swagner@bilzin.com

Stuart Singer  
BOIES, SCHILLER & FLEXNER LLP  
401 East Las Olas Blvd., Suite 1200  
Fort Lauderdale, FL 33301  
Telephone: (954) 356-0011

Facsimile: (954) 356-0022  
Email: ssinger@bsflp.com

William A. Isaacson  
BOIES, SCHILLER & FLEXNER LLP  
5301 Wisconsin Ave. NW, Suite 800  
Washington, D.C. 20015  
Telephone: (202) 237-2727  
Facsimile: (202) 237-6131  
Email: wisaacson@bsflp.com

Philip J. Iovieno  
Anne M. Nardacci  
BOIES, SCHILLER & FLEXNER LLP  
30 South Pearl Street, 11th Floor  
Albany, NY 12207  
Telephone: (518) 434-0600  
Facsimile: (518) 434-0665  
Email: piovieno@bsflp.com  
Email: anardacci@bsflp.com

*Attorneys for Plaintiffs Tech Data Corporation and  
Tech Data Product Management, Inc.*

/s/ David Martinez  
Roman M. Silberfeld, (SBN 62783)  
David Martinez, (SBN 193183)  
ROBINS, KAPLAN, MILLER & CIRESI L.L.P.  
2049 Century Park East, Suite 3400  
Los Angeles, CA 90067-3208  
Telephone: (310) 552-0130  
Facsimile: (310) 229-5800  
Email: RMSilberfeld@rkmc.com  
Email: DMartinez@rkmc.com

*Attorneys For Plaintiffs Best Buy Co., Inc, Best Buy  
Purchasing LLC, Best Buy Enterprise Services, Inc.,  
Best Buy Stores, L.P., Bestbuy.com, L.L.C., and  
Magnolia Hi-Fi, Inc.*

/s/ Lee Godfrey  
H. Lee Godfrey  
Kenneth S. Marks  
Jonathan J. Ross  
Johnny W. Carter  
David M. Peterson  
SUSMAN GODFREY L.L.P.  
1000 Louisiana Street, Suite 5100

Houston, Texas 77002  
Telephone: (713) 651-9366  
Facsimile: (713) 654-6666  
Email: lgodfrey@sumangodfrey.com  
Email: kmarks@susmangodfrey.com  
Email: jross@susmangodfrey.com  
Email: jcarter@susmangodfrey.com  
Email: dpeterson@susmangodfrey.com

Parker C. Folse III  
Rachel S. Black  
Jordan Connors  
SUSMAN GODFREY L.L.P.  
1201 Third Avenue, Suite 3800  
Seattle, Washington 98101-3000  
Telephone: (206) 516-3880  
Facsimile: (206) 516-3883  
Email: pfolse@susmangodfrey.com  
Email: rblack@susmangodfrey.com  
Email: jconnors@susmangodfrey.com

*Attorneys for Plaintiff Alfred H. Siegel, as Trustee  
of the Circuit City Stores, Inc. Liquidating Trust*

/s/ Jason C. Murray  
Jason C. Murray (CA Bar No. 169806)  
CROWELL & MORING LLP  
515 South Flower St., 40th Floor  
Los Angeles, CA 90071  
Telephone: 213-443-5582  
Facsimile: 213-622-2690  
Email: jmurray@crowell.com

Jerome A. Murphy (pro hac vice)  
Astor H.L. Heaven (pro hac vice)  
CROWELL & MORING LLP  
1001 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004  
Telephone: 202-624-2500  
Facsimile: 202-628-5116  
E-mail: jmurphy@crowell.com  
aheaven@crowell.com

*Attorneys for Target Corp.*

/s/ Richard Arnold  
Richard Alan Arnold  
William J. Blechman

Kevin J. Murray  
KENNY NACHWALTER, P.A.  
201 S. Biscayne Blvd., Suite 1100  
Miami, FL 33131  
Tel: 305-373-1000  
Fax: 305-372-1861  
Email: rarnold@knpa.com  
Email: wblechman@knpa.com  
Email: kmurray@knpa.com

*Attorneys for Plaintiff Sears, Roebuck and Co. and  
Kmart Corp.*

/s/ Guido Saveri

Guido Saveri (22349)  
R. Alexander Saveri (173102)  
Geoffrey C. Rushing (126910)  
Travis L. Manfredi (281779)  
SAVERI & SAVERI, INC.  
706 Sansome Street  
San Francisco, CA 94111  
Telephone: 415.217.6810  
Fax: 415.217.6813

*Interim Lead Counsel for the Direct Purchaser  
Plaintiffs*

## Exhibit A

### DEFINITIONS

The words and phrases used in these Requests shall have the meanings ascribed to them under the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the Northern District of California. In addition, the following terms shall have the meanings set forth below:

1. “And” and “or” mean and/or construed conjunctively or disjunctively as necessary to make the request more inclusive rather than less inclusive.

2. The words “all,” “any,” and “each” mean “each and every.”

3. The terms “Communication” and “Communications” mean any transfer or exchange of information whether by written, oral, electronic or other means, including but not limited to oral conversations, e-mails, correspondence, instant or text messages, voicemail messages, facsimiles or telegrams.

4. “CRT” means any (a) color picture tubes (“CPTs”), which are cathode ray tubes used primarily in color televisions; and (b) color display tubes (“CDTs”), which are used primarily in color computer monitors.

5. “CRT Finished Product” means any electronic devices containing CPTs.

6. “CRT Products” means any CRT and/or CRT Finished Product.

7. “Defendant” or “Defendants” means any of the entities currently or formerly named as defendants in any of these litigations and, without limitation, all of their past and present parents, subsidiaries, affiliates, joint ventures, officers, directors, employees, agents, attorneys, or representatives (and the parents’, subsidiaries’, affiliates’, or joint ventures’ past and present officers, directors, employees, agents, attorneys, or representatives), and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

8. “Document” or “documents” has the broadest possible meaning pursuant to the Federal Rules of Civil Procedure including, but not limited to, all writings and other tangible things upon which any form of communication is recorded or reproduced, and preliminary drafts

1 and non-identical copies of the above (whether such copies differ from the original by reason of  
2 notation made on such copies or otherwise). Without limiting the generality of the foregoing, the  
3 term “document” or “documents” includes, but is not limited to, correspondence, memoranda,  
4 notes, records, letters, envelopes, telegrams, messages, studies, analyses, contracts, agreements,  
5 working papers, accounts, analytical records, reports and/or summaries of investigations, trade  
6 letters, press releases, comparisons, books, calendars, diaries, articles, magazines, newspapers,  
7 booklets, brochures, pamphlets, circulars, bulletins, notices, drawings, diagrams, instructions,  
8 notes or minutes of meetings or of other communications of any type, including inter- and intra-  
9 office communications, questionnaires, surveys, charts, graphs, photographs, phonograph  
10 recordings, films, tapes, disks, data cells, print-outs of information stored or maintained by  
11 electronic data processing or word processing equipment, including email, and all other data  
12 compilations from which information can be obtained (by translation, if necessary, by you  
13 through detection devices into usable form), including, but not limited to, electromagnetically  
14 sensitive storage media such as floppy disks, hard disks and magnetic tapes, and any preliminary  
15 versions, drafts or revisions of any of the foregoing. “Document” or “documents” also includes  
16 each and every file folder or other material in which the above items are stored, filed or  
17 maintained.

18 9. “Including” or “includes” means without limitation.

19 10. The term “manager” means any person who served as an officer of a corporation  
20 or otherwise held actual or apparent authority to make decisions on behalf of that corporation.

21 11. The term “person” or “persons” is defined to mean any natural person,  
22 corporation, or partnership, or any business, legal, or government entity, organization, or  
23 association.

24 12. “You,” “Your,” or “Your Company” mean Thomson Consumer Electronics Inc.,  
25 its predecessors, successors, subsidiaries, departments, divisions, and/or affiliates, including  
26 without limitation any organization or entity which it manages or controls, together with all  
27 present and former directors, officers, employees, agents, representatives or any persons acting  
28 or purporting to act on behalf of Thomson Consumer Electronics Inc.

1           13.     The terms “Price,” “Prices,” and “Pricing” mean consideration, establishment and  
2 implementation of prices, pricing, discounts, rebates, price quotations, bids, quotes, price lists,  
3 price announcements, terms or conditions of sale, credit terms, freight rates or charges and  
4 changes or proposed changes in the above.

5           14.     “Related to” “relating to” “referring to” “regarding” or “with respect to” mean,  
6 without limitation, the following concepts: discussing, describing, reflecting, dealing with, and  
7 pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting,  
8 assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in  
9 whole or in part.

10          15.     “Relevant Period” means March 1, 1992 to the present.

11          16.     “TDA” means Technologies Displays Americas LLC (formerly Thomson  
12 Displays Americas LLC).

13          17.     “Technologies Displays” means, collectively, TDA and Technologies Displays  
14 Mexicana, S.A. de C.V.

15                   **SCHEDULE OF RULE 30(B)(6) DEPOSITION TOPICS**

16           **A.     Conspiracy Information**

17          1.     The identity of each company that participated with or including You in any  
18 meeting, conspiracy, understanding, or agreement relating to the production, pricing, sale,  
19 marketing, or distribution of CRT Products, the identity of each individual who participated on  
20 behalf of each such company, the dates of each such participation, a description of each  
21 communication, meeting, or other act in furtherance of the conspiracy, understanding, or  
22 agreement, and any changes in any such individuals’ employment status and all the reasons  
23 therefore.

24          2.     All communications with any other defendant or co-conspirator named in *In re*  
25 *Cathode Ray Tube (CRT) Antitrust Litigation*, U.S. Dist. Ct., Northern District of California,  
26 MDL-1917, related to the production, pricing, sale, marketing, or distribution of CRT Products.

27          3.     Your policies applicable to communications with competitors, including Your  
28 policies applicable to communications with competitors regarding production, pricing,

1 development costs, marketing or distribution of CRT Products, Your policies regarding the use  
2 of competitors' CRT Products prices obtained directly from competitors in setting the Prices of  
3 CRTs You quoted to customers or prospective customers, and Your policies regarding the use of  
4 competitors' CRT Products prices obtained directly from competitors in setting the prices of  
5 CRTs You quoted to customers or prospective customers.

6 4. All internal communications within Thomson Consumer related to the production,  
7 pricing, sale, marketing, or distribution of CRT Products.

8 5. All facts that you are aware of with respect to any meeting, conspiracy,  
9 understanding, or agreement related to the production, pricing, sale, marketing, or distribution of  
10 CRT Products, including the identity of any documents reflecting or relating to the meeting,  
11 conspiracy, understanding, or agreement.

12 6. All efforts to conceal the existence of any meeting conspiracy, understanding, or  
13 agreement related to the production, pricing, sale, marketing, or distribution of CRT Products,  
14 including the identity of all persons who actively participated in concealing the meeting,  
15 conspiracy, understanding, or agreement, and the extent to which documents were destroyed,  
16 false representations were made regarding the reasons for price increases or supply restrictions,  
17 and participants met in non-public area to avoid detection.

18 7. The identity of all of your current and former employees who provided written or  
19 oral information, and the identity of all documents you provided, to any law enforcement or  
20 regulatory authority related to any meeting, conspiracy, understanding, or agreement in the  
21 production, pricing, marketing, sale, or distribution of CRT Products, including grand jury  
22 testimony, affidavits and/or declarations, or communications with lawyers from the United States  
23 Department of Justice the Federal Bureau of Investigation, the European Commission, or other  
24 foreign governmental or intergovernmental entity or agency.

25 8. Any joint ventures, partnerships or other collaborative business relationships, or  
26 acquisitions related to CRT Products production, sale, marketing, or distribution, either  
27 undertaken or considered by you with respect to: (a) any other defendant or co-conspirator  
28



1 named in *In re Cathode Ray Tube (CRT) Antitrust Litigation*, U.S. Dist. Ct., Northern District of  
2 California, MDL-1917, (b) any competitor, or (c) any other person.

3 9. If you contend that you withdrew from any meeting, conspiracy, understanding,  
4 or agreement related to the production, sale, marketing, or distribution of CRT Products, all facts  
5 regarding the date and circumstances of your withdrawal from the meeting, conspiracy,  
6 understanding, or agreement, how you withdrew from the meeting, conspiracy, understanding, or  
7 agreement, the identity of persons who withdrew from the meeting, conspiracy, understanding,  
8 or agreement on your behalf, and the identity of any documents that support your contention that  
9 you withdrew from the meeting, conspiracy, understanding, or agreement.

10 10. Your knowledge or beliefs related to the illegality or impropriety of exchanging  
11 information or entering into any understanding, agreement, commitment, or contract with any of  
12 the defendants or co-conspirators named in *In re Cathode Ray Tube (CRT) Antitrust Litigation*,  
13 U.S. Dist. Ct., Northern District of California, MDL-1917, related to the production, pricing,  
14 sale, marketing, or distribution of CRT Products.

15 11. If you contend that any or all of the Plaintiffs knew or should have known of any  
16 meeting, conspiracy, understanding, or agreement related to the production, sale, marketing, or  
17 distribution of CRT Products prior to November 2007, the circumstances under which Plaintiffs  
18 became aware, or should have become aware, of your involvement in the meeting, conspiracy,  
19 understanding, or agreement, and the documents that support your contention.

20 **B. Pricing, Sales, and Marketing Information**

21 12. The identity and general description of the CRT Products you manufactured,  
22 purchased, sold, or distributed.

23 13. The distribution channels or classes of trade through which you sold CRT Products  
24 during the Relevant Period, including your sales to the following categories of purchasers: (a) your  
25 affiliates; (b) other defendants in this litigation; and (c) other business entities, including OEMs,  
26 retailers, mass merchandisers, e-commerce, and distributors.

27 14. The organization and structure of each of your business units that produced,  
28 marketed, sold, or distributed CRT Products, including the identity of all persons with decision-

1 making or supervisory responsibility for (a) the pricing, sale or marketing of CRT Products,  
2 including persons with authority and/or responsibility for setting, maintaining, and adjusting  
3 inventory targets; (b) sales, purchases, and/or transfers with competitors; and (c) reporting  
4 information to or receiving information from trade associations.

5 15. The policy and process by which prices, including list prices and actual selling  
6 prices, for each CRT Product were set and by whom, including the location of negotiations for  
7 sales of CRT Products to Plaintiffs, OEMs, or ODMs; the location of your sales offices in the  
8 United States; all factors, formulas, or guidelines you considered in determining prices you  
9 charged for each CRT Products; the pricing authority given to employees/affiliates at all levels of  
10 the sales and marketing organization; and how pricing decisions were implemented, including  
11 any benchmarks (*e.g.*, industry-wide, specific customers, spot market, discounts or rebates) used  
12 when establishing and/or negotiating prices.

13 16. The relationship between the price of CRTs sold by you and the price of CRT  
14 Finished Products sold by you or your domestic and/or international affiliates including, but not  
15 limited to: (i) the percentage of the total cost of the CRT Finished Products made up by the  
16 CRTs; and (ii) the effect that a change in the price of the CRTs had on the price of the CRT  
17 Finished Products.

18 17. The extent to which the prices charged for CRT Products were passed on through  
19 the distribution chain by you or your domestic and/or international affiliates.

20 18. Meetings and other communications between you and any Plaintiff.

21 19. Negotiations and other communications between you and OEMs or ODMs  
22 regarding the sale of CRTs.

23 20. Your knowledge that CRTs you sold would be incorporated into products  
24 imported into the United States, including that CRTs manufactured for sale to Plaintiffs would be  
25 shipped into the United States or that CRTs sold to OEMs or ODMs would be sold to Plaintiffs  
26 in the United States and Your monitoring of the prices of CRT Products sold in the United  
27 States.

1           21. Policies, practices, or requirements relating to Your participating in negotiations,  
2 entering into, or signing contracts for, Your subsidiaries.

3           22. The role of current and former directors, officers, employees, agents, or other  
4 representatives with any managerial responsibility for recommending, reviewing, setting or  
5 approving prices, bids, quotes, or rebates for Your CRTs or CRT Products, or those of Thomson  
6 SA, TDA, Technologies Displays, or Videocon Industries, Ltd., during the Relevant Period for  
7 the U.S. market.

8           23. Business departments or functions shared between You and Your subsidiaries.

9           24. Your instructions, directions, policies, or procedures to or from domestic and/or  
10 international affiliates related to the production, pricing, negotiation, sale, marketing, or  
11 distribution of CRT Products.

12           25. Your use of discounts or rebates in connection with the sale of its CRT Products,  
13 including how such discounts or rebates were recorded by You and the identity and location of  
14 documents or data recording discounts or rebates.

15           **C. Transactional and Financial Information**

16           26. The electronic data processing systems, programs, and outputs that you used to  
17 record, store, compute, analyze, or retrieve any information relating to the production, pricing,  
18 marketing, sale, distribution, profitability, or inventory of CRT Products, including systems  
19 shared with your domestic and/or international affiliate(s) or any other company; a description of  
20 the meaning of the fields in any electronic data you produced to Plaintiffs; an explanation of how  
21 to read or interpret transactional or financial data you produced to Plaintiffs (including sales  
22 information, cost information cost accounting reports, and production information); the authors  
23 of the entries into the databases; and/or instructions for entry of data.

24           27. The nature of the records of your sale of CRT Products (including, but not limited  
25 to, sales to domestic and/or international affiliated entities and other defendants in this litigation)  
26 during the Relevant Period, including data which shows the types of CRT Products sold, the  
27 volume of sales for each type of CRT Products and the prices at which your CRT Products were  
28 sold.

1           28.     The nature of the records of your purchases of CRT Products (including, but not  
2 limited to, purchases from domestic and/or international affiliated entities and other defendants  
3 in this litigation) during the Relevant Period, including data that relates to the types of CRT  
4 Products purchased, the volume of purchase for each type of CRT Products, the prices at which  
5 you purchased those CRT Products and the sellers from whom you purchased each type of CRT  
6 Products.

7           **D.     Corporate Relationships**

8           29.     The relationship among Thomson Consumer Electronics Inc., Technologies  
9 Displays Americas LLC (formerly Thomson Displays Americas LLC), Technologies Displays  
10 Mexicana, S.A. de C.V, and Thomson SA during the Relevant Period, including the ownership,  
11 decision-making, and organizational structure of these entities and any departments or divisions  
12 within these entities responsible for or involved in pricing, selling, marketing, or distributing CRT  
13 Products.

14          30.     The officers and directors of Thomson Consumer Electronics Inc during the  
15 Relevant Period.

16           **E.     Manufacturing and Production**

17          31.     A description of Your CRT Product production facilities, including: (a) the  
18 location of each facility; (b) the start and end date of production operations at each facility; (c)  
19 the products produced at each facility; (d) the number of manufacturing lines at each facility and  
20 products produced by line; and (e) the capacity utilization rates for each facility and  
21 manufacturing line within each facility.

22          32.     Your policies and practices for setting the production levels for CRT Products,  
23 including policies and practices for increasing, decreasing, and/or shutting down production (for  
24 any amount of time greater than 24 hours), and all formulas and factors considered in making  
25 such production decisions as well as the names of the individuals with authority to implement or  
26 deviate from these policies and practices for setting production levels for CRT Products.

27          33.     The method(s) used by Your Company to track production capacity for each CRT  
28 Product manufacturing facility and each manufacturing line, the method(s) used by Your

1 Company to track inventory levels, link returns and sales, and monitor product margins of CRT  
2 Products You purchased, sold or distributed, the method(s) by which Your Company tracked  
3 shutdowns at any of Your CRT Products manufacturing facilities.

4 34. The typical amount of time and production costs it takes to produce different  
5 types of CRT tubes and the typical amount of time after manufacturing of a CRT tube was  
6 initiated until manufacturing reached the planned capacity at your manufacturing facilities, and  
7 the typical capital costs for building and improving Your CRT manufacturing facilities.

8 35. The production costs and typical amount of time needed to switch Your  
9 production from one type of CRT to a different type of CRT.

10 36. Whether: (a) particular manufacturing facilities specialized in a particular CRT  
11 specification or whether multiple CRT specifications are produced at a single plant, and (b)  
12 CDTs and CPTs are, or were, produced at the same manufacturing facilities.

13 37. The extent to which a CRT made by Your Company can be used in a CRT  
14 Finished Product made by another CRT Product manufacturer, including the defendants in this  
15 litigation.

16 38. The existence and/or function of any department at Your company with  
17 responsibility for accounting software and/or electronically stored information.

18 39. The use and existence of third-party data sources and other sources of market  
19 share data/analyses for CRT Products.

**CERTIFICATE OF SERVICE**

The undersigned counsel hereby certifies that a true and correct copy of the foregoing document was served via email upon the parties and counsel of record on January 5, 2015.

Respectfully Submitted,

/s/ Craig A. Benson

Kenneth A. Gallo (*pro hac vice*)

Joseph J. Simons (*pro hac vice*)

Craig A. Benson (*pro hac vice*)

**PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP**

2001 K Street, NW

Washington, DC 20006

Telephone: (202) 223-7300

Facsimile: (202) 223-7420

kgallo@paulweiss.com

jsimons@paulweiss.com

cbenson@paulweiss.com

Stephen E. Taylor (SBN 058452)

Jonathan A. Patchen (SBN 237346)

**TAYLOR & COMPANY LAW OFFICES, LLP**

One Ferry Building, Suite 355

San Francisco, California 94111

Telephone: (415) 788-8200

Facsimile: (415) 788-8208

Email: staylor@tcolaw.com

Email: jpatchen@tcolaw.com

*Attorneys for Plaintiffs Sharp Electronics*

*Corporation and Sharp Electronics Manufacturing*

*Company of America, Inc.*

/s/ David J. Burman

David J. Burman (*pro hac vice*)

Cori G. Moore (*pro hac vice*)

Eric J. Weiss (*pro hac vice*)

Nicholas H. Hesterberg (*pro hac vice*)

Steven D. Merriman (*pro hac vice*)

Perkins Coie LLP

1201 Third Avenue, Suite 4900

Seattle, WA 98101-3099

Telephone: 206.359.8000

Facsimile: 206.359.9000

Email: DBurman@perkinscoie.com

Email: CGMoore@perkinscoie.com  
Email: EWeiss@perkinscoie.com  
Email: NHesterberg@perkinscoie.com  
Email: SMerriman@perkinscoie.com

Joren Bass, Bar No. 208143  
JBass@perkinscoie.com  
Perkins Coie LLP  
Four Embarcadero Center, Suite 2400  
San Francisco, CA 94111-4131  
Telephone: 415.344.7120  
Facsimile: 415.344.7320

*Attorneys for Plaintiff Costco Wholesale Corporation*

/s/ Philip J. Iovieno

William A. Isaacson  
BOIES, SCHILLER & FLEXNER LLP  
5301 Wisconsin Ave. NW, Suite 800  
Washington, D.C. 20015  
Telephone: (202) 237-2727  
Facsimile: (202) 237-6131  
Email: wisaacson@bsfllp.com

Stuart Singer  
BOIES, SCHILLER & FLEXNER LLP  
401 East Las Olas Blvd., Suite 1200  
Fort Lauderdale, FL 33301  
Telephone: (954) 356-0011  
Facsimile: (954) 356-0022  
Email: ssinger@bsfllp.com

Philip J. Iovieno  
Anne M. Nardacci  
BOIES, SCHILLER & FLEXNER LLP  
30 South Pearl Street, 11th Floor  
Albany, NY 12207  
Telephone: (518) 434-0600  
Facsimile: (518) 434-0665  
Email: piovieno@bsfllp.com  
Email: anardacci@bsfllp.com

*Liaison Counsel for Direct Action Plaintiffs and  
Attorneys for Plaintiffs Electrograph Systems, Inc.,  
Electrograph Technologies, Corp., Office Depot,*

*Inc., Interbond Corporation of America, P.C.  
Richard & Son Long Island Corporation, MARTA  
Cooperative of America, Inc., ABC Appliance, Inc.,  
Schultze Agency Services LLC on behalf of Tweeter  
Opco, LLC and Tweeter Newco, LLC*

/s/ Scott N. Wagner

Robert W. Turken  
Scott N. Wagner  
Bilzin Sumberg Baena Price & Axelrod LLP  
1450 Brickell Ave, Suite 2300  
Miami, FL 33131-3456  
Tel: 305-374-7580  
Fax: 305-374-7593  
Email: rturken@bilzin.com  
Email: swagner@bilzin.com

Stuart Singer  
BOIES, SCHILLER & FLEXNER LLP  
401 East Las Olas Blvd., Suite 1200  
Fort Lauderdale, FL 33301  
Telephone: (954) 356-0011  
Facsimile: (954) 356-0022  
Email: ssinger@bsfllp.com

William A. Isaacson  
BOIES, SCHILLER & FLEXNER LLP  
5301 Wisconsin Ave. NW, Suite 800  
Washington, D.C. 20015  
Telephone: (202) 237-2727  
Facsimile: (202) 237-6131  
Email: wisaacson@bsfllp.com

Philip J. Iovieno  
Anne M. Nardacci  
BOIES, SCHILLER & FLEXNER LLP  
30 South Pearl Street, 11th Floor  
Albany, NY 12207  
Telephone: (518) 434-0600  
Facsimile: (518) 434-0665  
Email: piovieno@bsfllp.com  
Email: anardacci@bsfllp.com

*Attorneys for Plaintiffs Tech Data Corporation and  
Tech Data Product Management, Inc.*



/s/ David Martinez

Roman M. Silberfeld, (SBN 62783)  
David Martinez, (SBN 193183)  
ROBINS, KAPLAN, MILLER & CIRESI L.L.P.  
2049 Century Park East, Suite 3400  
Los Angeles, CA 90067-3208  
Telephone: (310) 552-0130  
Facsimile: (310) 229-5800  
Email: RMSilberfeld@rkmc.com  
Email: DMartinez@rkmc.com

*Attorneys For Plaintiffs Best Buy Co., Inc, Best Buy  
Purchasing LLC, Best Buy Enterprise Services, Inc.,  
Best Buy Stores, L.P., Bestbuy.com, L.L.C., and  
Magnolia Hi-Fi, Inc.*

/s/ Lee Godfrey

H. Lee Godfrey  
Kenneth S. Marks  
Jonathan J. Ross  
Johnny W. Carter  
David M. Peterson  
SUSMAN GODFREY L.L.P.  
1000 Louisiana Street, Suite 5100  
Houston, Texas 77002  
Telephone: (713) 651-9366  
Facsimile: (713) 654-6666  
Email: lgodfrey@sumangodfrey.com  
Email: kmarks@susmangodfrey.com  
Email: jross@susmangodfrey.com  
Email: jcarter@susmangodfrey.com  
Email: dpeterson@susmangodfrey.com

Parker C. Folse III  
Rachel S. Black  
Jordan Connors  
SUSMAN GODFREY L.L.P.  
1201 Third Avenue, Suite 3800  
Seattle, Washington 98101-3000  
Telephone: (206) 516-3880  
Facsimile: (206) 516-3883  
Email: pfolse@susmangodfrey.com  
Email: rblack@susmangodfrey.com  
Email: jconnors@susmangodfrey.com

*Attorneys for Plaintiff Alfred H. Siegel, as Trustee  
of the Circuit City Stores, Inc. Liquidating Trust*

/s/ Jason C. Murray

Jason C. Murray (CA Bar No. 169806)  
CROWELL & MORING LLP  
515 South Flower St., 40th Floor  
Los Angeles, CA 90071  
Telephone: 213-443-5582  
Facsimile: 213-622-2690  
Email: jmurray@crowell.com

Jerome A. Murphy (pro hac vice)  
Astor H.L. Heaven (pro hac vice)  
CROWELL & MORING LLP  
1001 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004  
Telephone: 202-624-2500  
Facsimile: 202-628-5116  
E-mail: jmurphy@crowell.com  
aheaven@crowell.com

*Attorneys for Target Corp.*

/s/ Richard Arnold

Richard Alan Arnold  
William J. Blechman  
Kevin J. Murray  
KENNY NACHWALTER, P.A.  
201 S. Biscayne Blvd., Suite 1100  
Miami, FL 33131  
Tel: 305-373-1000  
Fax: 305-372-1861  
Email: rarnold@knpa.com  
Email: wblechman@knpa.com  
Email: kmurray@knpa.com

*Attorneys for Plaintiff Sears, Roebuck and Co. and  
Kmart Corp.*

/s/ Guido Saveri

Guido Saveri (22349)  
R. Alexander Saveri (173102)  
Geoffrey C. Rushing (126910)  
Travis L. Manfredi (281779)  
SAVERI & SAVERI, INC.  
706 Sansome Street  
San Francisco, CA 94111

Telephone: 415.217.6810

Fax: 415.217.6813

*Interim Lead Counsel for the Direct Purchaser  
Plaintiffs*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# Exhibit C

R O U G H D R A F T

4

18 Q Who is your employer, Ms. Ehret?

19 A I am employed by Technicolor USA, Inc.

20 Q And what is your title at Technicolor USA, Inc.?

21 A I am its corporate secretary as well as general

22 counsel litigation and compliance.

ROUGH DRAFT

10

5 Q Did you speak with Christian Lissorgues in

6 preparation for this deposition?

7 MS. OSBORN: Objection. Attorney-client

8 privilege, work product, I direct you only to

9 answer if you can answer without disclosing

10 privileged information.

11 A I cannot tell you whether I spoke with Christian

12 Lissorgues or not in preparation for this.

13 Q Rough taking the position that whether you spoke

14 with Christian Lissorgues is privileged

15 information?

16 MS. OSBORN: Let me make a clarification

17 for the record here. You know from our prior

18 conversations about the Hague convention that we

19 have not made contact with Mr. Lissorgues. We

20 have not made contact with him. Mr. Lissorgues

21 may have been interviewed in relation to EC

22 investigation quite sometime ago, that did not

23 involve Ms. Ehret and therefore she has nothing

24 to testify about that.

25 Q Okay. So the answer is you have not spoken with

R O U G H D R A F T

11

1 Christian Lissorgues in preparation for this  
2 deposition, correct?

3 MS. OSBORN: You can answer that question.

4 A No, I have not.

5 Q Have you spoken with Agnes Martin in preparation  
6 for this deposition?

7 MS. OSBORN: Same objection,  
8 attorney-client privilege, work product, also  
9 involves potential privilege related to the EC  
10 proceedings. You can answer the question if you  
11 can answer it without disclosing privileged  
12 information.

13 A I can answer that I did not speak with her in  
14 preparation for today he deposition.

15 Q Have you spoken with her since this case was  
16 filed in 2013 about this litigation?

17 MS. OSBORN: Objection, attorney-client  
18 privilege, work product. The identity of any  
19 witnesses that her attorneys may have talked to  
20 or that she may have talked to as in-house  
21 counsel is privileged and confidential

22 information and not to be disclosed.

23 MR. BENSON: Respectfully Ms. Osborn you

24 put up your general counsel as a 30(b)(6)

25 witness. All information that she has is

R O U G H D R A F T

12

1 information that is reasonably contained within

2 the company and I'm entitled to know who she

3 spoke to. So did you speak with Ms. Martin

4 since this case was filed in August, in April

5 2013 about this litigation.

6 MS. OSBORN: I direct you not to answer,

7 based on the privilege. And Mr. Benson, you

8 know that putting her up was clear, that putting

9 her up as corporate designee to discuss

10 information, non-privileged information recently

11 available to the corporation, does not waive the

12 privileges that the corporation otherwise has.

13 MR. BENSON: Absolutely. And if she spoke

14 with Ms. Martin in connection with this case,

15 and gathered facts and information relevant to

16 this case relevant to my topics I'm entitled to



17 know about it because she is your 30(b)(6)  
18 witness.

19 So I'll ask the question one more time and  
20 if your counsel is going to direct you not to  
21 answer we'll take it up with the court later.

22 MS. OSBORN: I direct you not to answer.

23 THE WITNESS: I will follow my counsel's  
24 instruction.

25 Q Did you speak with Didier Trutt in connection

ROUGH DRAFT

13

1 with your preparation for this deposition?

2 MS. OSBORN: Same instruction I direct you  
3 not to answer.

4 THE WITNESS: I did follow my counsel.

5 Q Did you speak with Emeric Schuramel in  
6 connection with your preparation for this  
7 deposition?

8 MS. OSBORN: Same objection sieve instruct  
9 you not to answer.

10 THE WITNESS: I will follow my counsel's  
11 instruction.

12 Q Did you speak with Gilles Taldu?

13 MS. OSBORN: Same objection, instruct you

14 not to answer.

15 THE WITNESS: I will follow counsel's

16 instruction.

17 Q Jean Drunol?

18 MS. OSBORN: Same objection.

19 Q Did you speak with Xavier Bonjour in preparation

20 for this deposition?

21 MS. OSBORN: Same objection. I direct you

22 not to answer.

23 THE WITNESS: I will follow my counsel's

24 instruction.

25 Q Did you speak with Tom Carson in preparation for

R O U G H D R A F T

14

1 this deposition?

2 MS. OSBORN: Object based on

3 attorney-client privilege and work product but

4 you can answer that question to the extent you

5 can answer it without revealing privileged and

6 confidential information.

7 A I have spoken with Tom Carson and attended his

8 deposition held a few months ago.

9 Q Did you speak with Jack Brunk in preparation for  
10 this deposition?

11 MS. OSBORN: Same objection. You can  
12 answer.

13 A I have spoken with Jack Brunk and attended his  
14 deposition.

15 Q Have you spoken with Mr. Herschler in  
16 preparation for this deposition?

17 MS. OSBORN: Same objection. You can  
18 answer.

19 A I have not spoken with Mr. Herschler. I have  
20 reviewed his deposition transcript. I did not  
21 attend his deposition.

22 Q Have you spoken with James Hanrahan in  
23 preparation for this deposition?

24 MS. OSBORN: Same objection.

25 A I have spoken with Mr. Hanrahan and I did attend

R O U G H D R A F T

15

1 his deposition.

2 Q Have you spoken with Alex Hepburn in preparation  
3 for this deposition?

4 MS. OSBORN: Same objection. You can  
5 answer.

6 A I did speak to Mr. Hepburn and I did attend his  
7 deposition.

8 Q Have you spoken with J. G. McCauley in  
9 preparation for this deposition?

10 MS. OSBORN: Same objection. Mr. McCauley  
11 is dead.

12 MR. BENSON: That answers that question.

13 Q Are there other names aside from those that I  
14 read of people that you have spoken to in  
15 preparation for this deposition that you recall?

16 MS. OSBORN: Objection. Attorney-client  
17 privileged, work product. You can answer to the  
18 extent that what you would reveal is not  
19 privileged.

20 A Yes.

21 Q Who are those people?

22 A Of the names I can recall, Jackie Taylor-Boggs,  
23 David Blackburn, Julie Wright, Steve Glick, Rick  
24 Hoosier, Sybille Bose Tarsia.

25 Q Can you spell that?

R O U G H D R A F T

16

1 A S-Y-B-I-L-L-E, her last name is B-O-S-E hyphen

2 T-A-R-S-I-A. There are some symbols that go

3 above that.

4 Q Accents.

5 A I won't get those right. Lori Tompkins, Chris

6 Davis, James Krieger, Jeff Snyder, Jennifer

7 Grandider G-R-A-N-D-I-D-E-R, Amanda Decker,

8 Bella Jacquet, David -- excuse me, I already

9 said that -- David Shambeaud, Fabienne Brunne.

10 Give me a moment to recall.

11 Q Okay.

12 A Those are the names I can recall as I sit here

13 today.

R O U G H D R A F T

121

6 Q Aside from the documents you reviewed in

7 connection with the multiple interviews that you

8 conducted in preparation for your deposition

9 today, did you come to learn any information to

10 suggest that Thomson SA participated in meetings

11 where there was discussion of price fixing for

12 markets other than Turkey?

13 MS. OSBORN: Object to the extent answering

14 the question requires you to reveal any

15 attorney-client privilege or work product. You

16 can otherwise answer the question.

17 A Nothing else I have done in preparation for

18 today without giving you any confidential

19 information, without waiving any privilege

20 suggests that Thomson SA breached any agreement

21 or was involved in any pricing discussions with

22 respect to customers outside of Turkey.

ROUGH DRAFT

131

23 Q Is it your testimony Thomson was sharing false  
24 information with its competitors or do you not  
25 know one way or the other?

ROUGH DRAFT

132

1 MS. OSBORN: Same objections as to  
2 privilege and work product.  
3 A In preparation for my deposition today I found  
4 no evidence to suggest the information that was  
5 being, without revealing any confidential and  
6 not privileged information, there's nothing that  
7 suggested that the information Thomson SA was  
8 sharing was accurate.

R O U G H D R A F T

133

5 Q So is Thomson SA not going to take the position

6 at trial that the information that it shared

7 with competitors was false?

8 MS. OSBORN: Objection. Calls for a legal

9 conclusion. She's not here to testify as to

10 what Thomson SA will legally decide to do at

11 trial.

12 MR. BENSON: I'm here to find out all the

13 information that Thomson SA has. And if Thomson

14 SA has information that the information it

15 shared was false I'm entitled to know it today.

16 MS. OSBORN: You're not entitled to know it

17 if we have information that is privileged and

18 confidential and to which you are not entitled

19 to access.

20 Q Is there any information that Thomson SA

21 transmitted to its competitors that was true?

22 MS. OSBORN: Same objections as to

23 privileged and work product. You can answer

24 otherwise.

25 A I don't think I can answer that question without



ROUGH DRAFT

134

1 disclosing confidential information. And I  
2 don't have sufficient information even without  
3 confidential and privileged information to parse  
4 through what information may have been accurate  
5 and what information may have been inaccurate.

R O U G H D R A F T

143

25 Q Okay. Paragraph 311 says although there is

R O U G H D R A F T

144

1 relatively little written evidence on Thomson's  
2 participation in meetings in Asia, it  
3 participated in such meetings once or twice a  
4 year where, among others, investment plans and  
5 price issues were discussed.

6 A I see that statement.

7 Q Is that a true statement?

8 MS. OSBORN: Object to form. Object to the  
9 extent it calls for attorney-client  
10 communications or work product. Lacks  
11 foundation. You can otherwise answer.

12 A In my preparation for today, I did not see any  
13 document that confirms that Thomson SA  
14 participated in any top meetings in Asia.

15 MR. PETERSON: Objection nonresponsive.

16 Q You also testified you interviewed 20 people, 30  
17 people you don't know how many people is there

18 any information that Thomson SA has that  
19 suggests or that bears on whether that statement  
20 is true or false that you know of here today?

21 MS. OSBORN: Objection to the extent that  
22 it requires you to reveal attorney-client  
23 communications or work product. You can  
24 otherwise answer.

25 MR. FOSTER: Lacks foundation.

R O U G H D R A F T

145

1 A I cannot answer that question without revealing  
2 privilege.

3 Q So you're withholding information that would  
4 bear on responding to that question on the basis  
5 of attorney-client privilege?

6 A I am.

ROUGH DRAFT

151

10 Q And again, I don't want to just restrict this to

11 documents. Do you have any other information

12 that you have come upon that informs the

13 question of whether Thomson SA entered

14 agreements to fix prices for its Turkish

15 customers? Start with them.

16 MS. OSBORN: Object to the question to the

17 extent it calls for attorney-client

18 communication or work product information. Also

19 object to the extent it calls for EC

20 communications. But you can otherwise answer.

21 A I cannot answer that question without revealing

22 privileged and confidential communications.

R O U G H D R A F T

192

- 19 Q Do you recall engaging in any investigation  
20 about whether a Thomson manager called for price  
21 cooperation and coordinated action at a meeting  
22 with other confidentiality agreement competitors  
23 apart from having seen that document?  
24 MS. OSBORN: Object to form. Object as to  
25 confidentiality and privilege, as previously

R O U G H D R A F T

193

- 1 stated, lack of foundation, asked and answered.  
2 A I don't think I can answer that question without  
3 divulging privileged information.

# Exhibit D

95

19 Q Please.

20 A I did sit in on certain limited interviews of  
21 former Thomson SA employees, and at the time  
22 that those interviews were conducted, I attended  
23 those meetings in my capacity as in-house  
24 counsel for Thomson Consumer, and it was not in  
25 preparation for this two days of deposition on

96

1 behalf of Thomson SA, or Thomson Consumer. I  
2 mean, I'm not trying to make a legal -- I'm just  
3 saying that I'm in-house employed by Thomson  
4 Consumer.

5 Q Thank you for the clarification.

6 Just to make sure the record's extremely  
7 clear, regardless of what capacity you were  
8 sitting in, whether in-house counsel or versus  
9 in preparation for the deposition, you have not  
10 intended to reveal any facts that were learned  
11 in those meetings during your two-day  
12 deposition; correct?

13 MS. OSBORN: Object to form.

14 A In those limited, just so that we're on the same

15 page, in those limited interviews of former  
16 Thomson SA employees, I am not disclosing any  
17 facts unique -- I should say uniquely learned  
18 from -- that I wouldn't have otherwise had from  
19 any other source other than my attendance at an  
20 interview conducted by Thomson Consumer and  
21 Thomson SA's outside counsel, Faegre Baker  
22 Daniels. If I otherwise knew of the information  
23 and it was reasonably available to Thomson SA or  
24 Thomson Consumer, from a means or a source other  
25 than those interviews, those particular limited

97

1 interviews, I would have testified to that  
2 yesterday and today on before and after of  
3 whichever entity it was relevant to.



# Exhibit E

6 Just to make sure the record's extremely  
7 clear, regardless of what capacity you were  
8 sitting in, whether in-house counsel or versus  
9 in preparation for the deposition, you have not  
10 intended to reveal any facts that were learned  
11 in those meetings during your two-day  
12 deposition; correct?

13 MS. OSBORN: Object to form.

14 A In those limited, just so that we're on the same  
15 page, in those limited interviews of former  
16 Thomson SA employees, I am not disclosing any  
17 facts unique -- I should say uniquely learned  
18 from -- that I wouldn't have otherwise had from  
19 any other source other than my attendance at an  
20 interview conducted by Thomson Consumer and  
21 Thomson SA's outside counsel, Faegre Baker  
22 Daniels. If I otherwise knew of the information  
23 and it was reasonably available to Thomson SA or  
24 Thomson Consumer, from a means or a source other  
25 than those interviews, those particular limited

1 interviews, I would have testified to that  
2 yesterday and today on before and after of  
3 whichever entity it was relevant to.

159

7 Q And you did participate in a discussion with

8 Ms. Martin separately that wasn't part of what  
9 you're calling your preparation for this  
10 deposition; is that correct?

11 MS. OSBORN: Object to form. Also object  
12 to the extent it's privileged work product, and  
13 the identities of the individuals we interviewed  
14 are privileged.

15 A I did, as I testified earlier, attend a  
16 interview of Ms. Martin conducted by Thomson  
17 Consumer and Thomson SA's outside lawyers,  
18 Faegre Baker Daniels.